

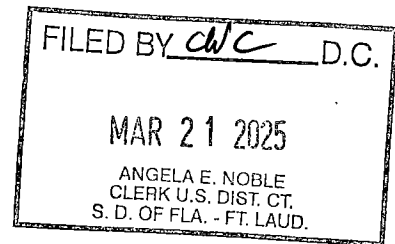
**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: _____

JOHN HENRY "JACK" OWOC, an individual
Plaintiff,

vs.

JORDAN SHAW,
Defendant.



**COMPLAINT FOR VIOLATIONS OF FEDERAL RICO, WIRE FRAUD, TORTIOUS
INTERFERENCE, UNJUST ENRICHMENT, DEFAMATION, ABUSE OF PROCESS,
AND GRAND THEFT**

Plaintiff, JOHN HENRY "JACK" OWOC, hereby sues Defendant, JORDAN SHAW, and
alleges as follows:

INTRODUCTION

1. This action arises from a fraudulent and malicious scheme orchestrated by Defendant Jordan Shaw, who used intentional misrepresentation, abuse of process, fraudulent legal filings, and financial deception to unlawfully strip Plaintiff of his rightful financial stake in Tropical Sunset 117, LLC (TS 117).

2. TS 117 represents roughly \$65 million worth of real estate assets, including ~\$15 million currently in escrow diverted away from Mr. Owoc on or about the day the ~\$18.5 million sale and closing of the 3 Pelican Ft. Lauderdale, FL was scheduled to take place. Mr. Owoc was supposed to receive ~\$14 million on or about the day of the closing as TS 117's managing

member, 100% capital contributor of ~\$29 million and 60% equity owner. However, Defendant Jordan Shaw's fraudulent last minute legal maneuvers fraudulently induced the court to appoint a Receiver, who has refused to pay Mr. Owoc a single dollar in salary or return on investment.

3. Mr. Owoc is a seasoned real estate veteran, having transacted over \$450 million in real estate outside of his role in TS 117. His proven track record includes the purchase of the Lithia Springs property for \$41 million and its sale for \$87 million, generating tens of millions of dollars in profit from that single transaction alone.

4. TS 117 had previously completed 11 flawless and highly profitable real estate transactions without the need for court intervention. Despite this, Shaw manipulated the legal system to install an unnecessary and financially draining receivership just days before the # Pelican lucrative closing.

5. This unnecessary receivership is now siphoning money from TS 117 and whittling away at Mr. Owoc's \$29 million capital contribution and profits which could potentially yield Mr. Owoc ~\$55 million on his investment, with legal fees being paid to the Receiver and multiple attorneys representing the Receiver—all while Mr. Owoc, the sole capital contributor and 60% equity owner, is deliberately denied compensation.

6. Shaw's fraudulent legal actions ensured that virtually everyone except Mr. Owoc—the person who solely funded the business with tens of millions of dollars—is getting paid, violating fundamental principles of equity, contract law, and fiduciary duty.

THE MASSIVE, ALL-ENCOMPASSING FRAUD COMMITTED BY JORDAN SHAW

Fraud Vitiates Everything – This Case is Fundamentally Void Due to Shaw's Pervasive Fraud

Jordan Shaw's fraudulent conduct in this case was not incidental, nor was it an isolated mistake. It was deliberate, systematic, and strategically designed to manipulate the legal system,

defraud the court, and unlawfully strip Mr. Owoc of his rights, assets, and financial interests. From the very moment Shaw filed his Ex Parte motion riddled with fraud, misrepresentations, and omissions, every legal action that followed became irreparably tainted and void as a matter of law.

Fraud vitiates everything—as the Supreme Court held in *U.S. v. Throckmorton*, 98 U.S. 61 (1878)—meaning that every court order, ruling, or legal obligation that stems from fraud is inherently invalid and cannot stand. Here, Shaw’s actions were fraudulent at every level, infecting this case from its inception, rendering every court order, including the receivership appointment, null and void.

The sheer breadth of fraud, perjury, financial manipulation, and legal deception perpetrated by Shaw forms the basis for this action. Every fraudulent act Shaw committed must be identified, adjudicated, and remedied to restore justice and accountability.

A. Fraudulent Ex Parte Motion – The Catalyst for the Entire Fraudulent Scheme

The moment Shaw filed his fraudulent Ex Parte motion, the integrity of these proceedings was obliterated. That filing was the cornerstone of the scheme—designed to mislead the court, distort the facts, and fraudulently induce the appointment of a Receiver to strip Mr. Owoc of control over TS 117. The motion:

- Falsely claimed an emergency existed when there was none.
- Omitted key material facts that, if disclosed, would have resulted in its immediate denial.
- Knowingly included fraudulent statements about TS 117’s operations, finances, and Mr.

Owoc’s intentions.

- Was riddled with conjecture, misrepresentation, and outright fabrications intended to manipulate the court into issuing a ruling that served Shaw’s hidden financial interests.

Legal Authority

- *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944) – A judgment obtained by fraud upon the court is null and void and must be overturned.
- *Pinares v. Pinares*, 23 So. 3d 759 (Fla. 3d DCA 2009) – Fraudulent inducement of a court order invalidates the order entirely.
- *Demjanjuk v. Petrovsky*, 10 F.3d 338 (6th Cir. 1993) – Perjury and material misrepresentations to the court constitute fraud on the court, requiring reversal of the fraudulent ruling.

B. Fraud on the Court – Knowingly Presenting False Information and Misleading the Judiciary

Jordan Shaw knowingly deceived the court at every stage of these proceedings. His fraudulent filings, false claims, and misleading arguments were all designed to:

- Misrepresent Mr. Owoc’s financial standing to paint him as a “billionaire” despite the fact that Shaw knew Mr. Owoc had a \$377 million judgment against him and over \$24 million in tax liabilities.
- Create a false pretext for court intervention despite 11 prior successful and unchallenged TS 117 real estate transactions.
- Falsely claim the appointment of a Receiver was necessary, despite the fact that Mr. Owoc had successfully managed real estate transactions worth over \$450 million.
- Deliberately exclude key facts to manufacture a misleading narrative that resulted in Mr. Owoc’s forced removal from his own business.

Legal Authority

- *U.S. v. Throckmorton*, 98 U.S. 61 (1878) – Any judgment obtained by fraud must be treated as invalid and void.
- *Brinson v. Brinson*, 33 So. 3d 756 (Fla. 1st DCA 2010) – Court rulings obtained through perjury and fraud on the court must be overturned.

C. Concealment of Financial Interests & Self-Dealing

At no point did Shaw disclose his hidden financial entanglements—because had he done so, it would have exposed the fraudulent nature of his legal maneuvering. Shaw:

- Secretly maintained a financial stake in Shaw Investments with Branden Shaw, which was receiving distributions.
- Used his legal position to financially benefit himself and his associates while actively working to dismantle Mr. Owoc's real estate empire.
- Misrepresented his role as an independent attorney while actively engaging in self-dealing transactions.

Legal Authority

- *Banco Indus. de Venezuela, C.A. v. de Saad*, 68 So. 3d 895 (Fla. 3d DCA 2011) – Failure to disclose financial conflicts of interest constitutes fraud.
- *McCain v. Phoenix Res. Inc.*, 96 F.3d 258 (7th Cir. 1996) – Undisclosed self-dealing voids all transactions tied to it.

D. Misappropriation of Funds & Unauthorized Payments

- TS 117's revenue was unlawfully used to fund attorneys who were actively working against Mr. Owoc.
- Unauthorized payments to K&L Gates were made beyond the single payment that Mr. Owoc approved.
- Business funds were diverted into legal attacks designed to dismantle the very company Mr. Owoc funded with \$29 million.

Legal Authority

- *Crespo v. Crespo*, 28 So. 3d 125 (Fla. 4th DCA 2010) – Unauthorized use of business funds for personal or undisclosed legal expenses constitutes fraud and conversion.
- Florida Statutes § 812.014 – Theft & Misappropriation – The unauthorized use of company funds is a felony offense under Florida law.

E. Conspiracy to Defraud & Racketeering Violations (RICO)

The fraudulent legal tactics Shaw employed were not isolated actions but rather part of a deliberate, coordinated conspiracy designed to:

- Weaponize the court system against Mr. Owoc to seize control of TS 117.
- Create a fraudulent legal pretext for a receivership to strip Mr. Owoc of his financial interests.
- Financially benefit Shaw and his co-conspirators at Mr. Owoc's expense.

Legal Authority

- *Sedima, S.P.R.L. v. Imrex Co., Inc.*, 473 U.S. 479 (1985) – A fraudulent scheme to financially harm a business owner qualifies as a RICO violation.
- *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008) – Civil RICO claims can be based on a coordinated pattern of fraudulent financial and legal activities.

CONCLUSION: FRAUD VITIATES EVERYTHING—THE COURT MUST NULLIFY THE RECEIVERSHIP AND ALL FRAUDULENT ORDERS

The Ex Parte motion that Shaw filed was the foundation of this fraudulent house of cards. Every action, every ruling, and every appointment that followed is legally void because it was all built on a massive and deliberate fraud.

This case does not require modification—it requires full legal nullification.

The law is abundantly clear:

- Fraud vitiates everything (*U.S. v. Throckmorton*).
- Fraud upon the court invalidates rulings obtained by deception (*Hazel-Atlas Glass Co. v. Hartford-Empire Co.*).
- A legal judgment based on deception is void ab initio (*Pinares v. Pinares*).

Therefore, this Court must:

1. Immediately vacate all rulings and orders that stemmed from Shaw's fraudulent Ex Parte motion.
2. Hold Shaw accountable for fraud on the court, financial misappropriation, and conspiracy.

3. Grant full monetary relief to Mr. Owoc for the harm Shaw's fraudulent scheme inflicted.

This is not a case of legal error—it is a case of outright fraud, deception, and manipulation of the legal system, and it must be remedied accordingly.

RULE 11 VIOLATIONS: SANCTIONS FOR FRAUDULENT AND FRIVOLOUS FILINGS

I. Introduction to Rule 11 Sanctions

Federal Rule of Civil Procedure 11 exists to prevent attorneys from filing fraudulent, frivolous, and legally baseless pleadings that mislead the court, manipulate the legal process, and cause undue harm. Under Rule 11(b), every filing must:

1. Not be filed for improper purposes (e.g., harassment, undue delay, or financial gain).
2. Be warranted by existing law or supported by a nonfrivolous argument.
3. Contain factual contentions supported by evidence or have a reasonable basis to believe evidence exists.
4. Not knowingly contain false, misleading, or deceptive claims.

A violation of Rule 11 triggers Rule 11(c) sanctions, which may include monetary penalties, dismissal of fraudulent motions, attorney discipline, and findings of bad faith litigation.

II. Additional Rule 11 Violations Committed by Jordan Shaw

Newly uncovered facts demonstrate that Jordan Shaw's fraudulent Ex Parte motion was not just legally deficient but was predicated on an entirely illegitimate entity—Stag Development LLC. The motion relied on a sham corporate entity that lacked standing, misrepresented critical facts to the court, and concealed material fraud. These actions further confirm multiple violations of Rule 11.

A. Knowingly Filing a Lawsuit on Behalf of a Fraudulent Corporate Entity

One of the most egregious Rule 11 violations arises from the fact that Stag Development LLC was not a legitimate business entity but merely an alter ego of Jonathan Owoc. Jordan Shaw knew or should have known that Stag Development:

- Did not maintain a business bank account, making it incapable of transacting as an independent legal entity.
- Had no separate corporate identity—Jonathan Owoc used two of his personal business accounts for all transactions, eliminating any distinction between his personal finances and the supposed “company.”
- Had no legal standing to sue, since it failed to meet even the basic criteria for corporate legitimacy.

By filing an Ex Parte motion on behalf of this sham entity, Shaw misled the court into believing that Stag Development had legal standing when it did not. This constitutes a clear violation of Rule 11(b)(2) and (b)(3).

- Case Law Support:
- *Sea-Land Services, Inc. v. Pepper Source*, 941 F.2d 519 (7th Cir. 1991): A court may disregard an entity’s corporate form when it is used as a personal extension of its owner. Shaw’s failure to disclose that Stag Development was merely Jonathan Owoc’s personal alter ego constitutes a material misrepresentation to the court.
- *United States v. Bestfoods*, 524 U.S. 51 (1998): When a business entity is used to perpetrate fraud or evade liability, it cannot rely on the protections of corporate law.

B. Fraudulent Ex Parte Motion Based on Misrepresentation of Membership

Beyond the financial fraud, Stag Development knowingly misrepresented its ownership structure in legal filings.

- Official Florida state records confirm that Jonathan Owoc is the sole member of Stag Development.

- However, in court filings, Stag Development falsely claimed that Branden Shaw was also a member.

- This was a deliberate misrepresentation, designed to create an illusion of legitimacy where none existed.

Jordan Shaw, as the attorney of record, had a duty to verify the accuracy of these claims. Instead, he submitted fraudulent filings that misrepresented Stag Development's membership structure to the court.

- Rule 11 Violation:
- Filing knowingly false corporate representations violates Rule 11(b)(3), which prohibits attorneys from submitting deceptive claims.
- Case Law Support:
- *Walt Disney Co. v. Powell*, 897 F.2d 565 (D.C. Cir. 1990): A business engaging in fraudulent misrepresentation loses the protections of corporate law.

C. Abuse of Ex Parte Procedure to Obtain an Illegitimate Ruling

Shaw's Ex Parte motion was fundamentally fraudulent because:

1. The motion was granted based on false pretenses—Stag Development was not a real business, meaning it had no right to sue.
2. Shaw failed to disclose critical material facts—including the fact that Stag Development lacked a business bank account, had no corporate identity, and was financially indistinguishable from Jonathan Owoc's personal affairs.
3. The motion was deliberately structured to prevent Mr. Owoc from defending himself.

Ex Parte motions are filed without notifying the opposing party, meaning the court must rely entirely on the good faith of the attorney presenting the motion. Shaw's fraudulent representations violated this trust, constituting an abuse of process and fraud upon the court.

- Rule 11 Violation:
- Abusing the Ex Parte process with knowingly fraudulent claims is a sanctionable offense under Rule 11(b)(1) and (b)(3).
- Case Law Support:
- *Sea-Land Services, Inc. v. Pepper Source*, 941 F.2d 519 (7th Cir. 1991): When an entity is used for fraud, all legal claims brought on its behalf are invalid.

D. Concealing Unauthorized Payments and Financial Fraud in Legal Filings

Beyond filing an Ex Parte motion on behalf of a sham company, Shaw deliberately concealed financial fraud in court filings.

- Jonathan Owoc made unauthorized payments using TS 117's funds, funneling them through his personal accounts.
- These transactions were falsely portrayed as legitimate business expenses, when in reality, they were unlawful diversions of TS 117's money.
- Shaw's filings never disclosed these financial irregularities, even though they were directly relevant to the case.

By failing to disclose this material financial fraud, Shaw intentionally deceived the court.

- Rule 11 Violation:
- Knowingly concealing financial fraud in legal filings violates Rule 11(b)(3).
- Case Law Support:
- *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991): Courts have the authority to sanction

attorneys who omit material facts to mislead judicial proceedings.

III. Request for Rule 11 Sanctions Against Jordan Shaw

Pursuant to Rule 11(c), the court must impose severe sanctions against Shaw, including:

1. Monetary penalties against Jordan Shaw and his law firm for knowingly filing fraudulent legal documents.
2. Immediate dismissal of the fraudulent Ex Parte motion with prejudice.
3. Referral for attorney discipline proceedings before the Florida Bar.
4. A formal judicial finding of bad faith litigation misconduct against Shaw.

Jordan Shaw's Ex Parte motion was illegitimate, fraudulent, and an abuse of judicial procedure for several key reasons:

1. Shaw Willfully Ignored Pre-Litigation Resolution Requirements

Attorney Erica Stump, acting on behalf of Mr. Owoc, formally requested a meet-and-confer to resolve outstanding issues concerning TS 117. This meeting was agreed upon by all necessary parties, and Mr. Owoc's representatives, attorneys, and legal team fully participated as scheduled.

However, Jordan Shaw and his clients refused to participate, failing to attend despite having initially agreed. This refusal to engage in a court-mandated pre-litigation resolution process violated their fiduciary duty and was a clear indication that Shaw had no genuine intent to resolve the dispute through legal and proper means. Instead, just days later, Shaw circumvented the process entirely by filing a fraudulent Ex Parte motion—a direct violation of procedural fairness and ethical legal practice.

This abuse is further compounded by the fact that Shaw misrepresented the circumstances in his motion, deliberately omitting the existence of the attempted meet-and-confer and falsely

portraying an emergency that did not exist.

Supporting Exhibit: Erica Stump's email, demonstrating that Shaw willfully evaded the meet-and-confer process before filing his Ex Parte motion.

2. Fraudulent Foundation of the Ex Parte Motion

Shaw's Ex Parte motion was fundamentally fraudulent because:

- The motion was granted based on false pretenses—Stag Development was not a legitimate business entity and lacked legal standing to sue.
- Shaw failed to disclose critical material facts, including:
 - Stag Development had no business bank account.
 - Stag Development had no legitimate corporate identity.
 - Stag Development was financially indistinguishable from Jonathan Owoc's personal affairs.
- The motion was deliberately structured to prevent Mr. Owoc from defending himself.
- Ex Parte motions require full disclosure of material facts since they are presented without input from the opposing party.
- Shaw knowingly withheld these facts, constituting fraud upon the court and abuse of process.

3. Violation of Due Process and Ethical Obligations

- Ex Parte motions are reserved for extraordinary circumstances where immediate and irreparable harm is imminent—yet Shaw fabricated an emergency where none existed.
- Florida courts—and federal courts—strongly disfavor Ex Parte proceedings unless there is a clear, immediate risk of harm.

- By withholding material facts and failing to notify opposing counsel despite a scheduled resolution meeting, Shaw engaged in procedural misconduct.

4. Rule 11 Violation & Sanctionable Conduct

Shaw's actions constitute a sanctionable offense under Rule 11(b)(1) and (b)(3) for the following reasons:

- Rule 11(b)(1) Violation:
 - Shaw presented arguments for an improper purpose, including harassment, delay, and unnecessary litigation costs.
- Rule 11(b)(3) Violation:
 - Shaw made factual representations without evidentiary support and failed to disclose material facts that would have changed the outcome of the motion.

5. Case Law Support

- Sea-Land Services, Inc. v. Pepper Source, 941 F.2d 519 (7th Cir. 1991)
- Holding: When a business entity is used as an instrument of fraud, all legal claims brought on its behalf are invalid.
- Application: Because Stag Development was not a real business and had no legitimate standing, Shaw's motion was inherently fraudulent and must be voided.

Conclusion & Next Steps

Shaw's deliberate evasion of pre-litigation resolution, fraudulent misrepresentations, and abuse of the Ex Parte process justify immediate legal action. Based on these findings, the court should:

1. Vacate the illegitimate Ex Parte ruling.
2. Impose sanctions against Shaw under Rule 11 for knowingly filing a deceptive motion.
3. Recognize that Stag Development lacked standing and dismiss all claims predicated on its existence.
4. Initiate disciplinary action for Shaw's abuse of the legal system.

Supporting Exhibits:

- Erica Stump's email proving the meet-and-confer was arranged but ignored by Shaw.
- Court documents demonstrating that Stag Development lacked corporate legitimacy.
- Rule 11 case law references establishing Shaw's sanctionable actions. *See Exhibit F.*

IV. Conclusion

Jordan Shaw's filing of a fraudulent Ex Parte motion, based on an illegitimate corporate entity, misrepresentation of membership, and concealment of financial fraud, constitutes one of the most egregious Rule 11 violations possible. His actions were not just legally improper—they were fraudulent, unethical, and designed to manipulate the court.

The only appropriate remedy is for the court to impose immediate and severe sanctions to rectify this blatant abuse of the legal system.

DEFAMATORY & FALSE STATEMENTS BY JORDAN SHAW

7. Defendant Jordan Shaw allegedly made multiple defamatory and slanderous

statements about Mr. Owoc, falsely accusing him of intending to default on a nearly completed \$18.5 million real estate transaction, where Mr. Owoc was set to receive approximately \$15 million in capital repayment and profit.

8. Shaw's statements were not only false but deliberately inflammatory, and he made them despite knowing that:

- TS 117 had successfully completed 11 prior high-value real estate transactions, all of which were highly profitable and closed without issue.
- The 12th transaction was already effectively completed, requiring only standard closing procedures.
- Mr. Owoc had no history of real estate defaults, nor had he engaged in any fraudulent conduct.
- Mr. Owoc had personally hired attorney Robert Reynolds for \$40,000 to ensure there would be no default on the transaction.

9. Despite this, critical documents required for the closing of the transaction needed to be signed by Jonathan Owoc, who had at one time served as Managing Member of TS 117.

10. When attempts were made to have Jonathan Owoc sign the necessary documents, their side refused to authorize him to do so.

11. Without these signatures, a default was imminent, jeopardizing the entire transaction and the \$15 million owed to Mr. Owoc.

12. Recognizing the urgency of the situation, Mr. Owoc hired Robert Reynolds for \$40,000 to find a way to prevent the default from occurring.

13. Through decisive action and legal expertise, Robert Reynolds determined that the only way to avoid default was for Mr. Owoc himself to sign the required documents.

14. If Mr. Owoc had not intervened with the clock running down, there would have been a default, preventing him from receiving his rightful financial distributions from the sale.

15. The transaction ultimately closed successfully, proving that the claims of an alleged default were not only false but were being artificially created by the refusal to authorize Jonathan Owoc's signature.

GRAND THEFT – UNAUTHORIZED DIVERSION OF HIGH-END APPLIANCES

16. In addition to financial mismanagement, Mr. Owoc also discovered that high-end appliances purchased by TS 117 for one of its properties had been improperly diverted.

17. When Mr. Owoc inquired about the whereabouts of these high-end appliances, Branden Shaw and Jonathan Owoc admitted that they had given the appliances to Jordan Shaw, stating that he was "helping them out legally."

18. These appliances were purchased by TS 117 for legitimate business purposes and were never intended to be used as personal gifts to Jordan Shaw or as compensation for his legal services.

19. Because these appliances were worth thousands of dollars, their unauthorized diversion constitutes grand theft under Florida law (Fla. Stat. § 812.014), as they were wrongfully taken for personal benefit without Mr. Owoc's authorization or consent.

20. Under Florida law, grand theft of property valued at thousands of dollars qualifies as a felony offense, punishable by significant prison time and fines. In this case:

21. The appliances in question belonged to the TS 117 estate, making their unauthorized transfer illegal.

22. Jonathan Owoc and Branden Shaw facilitated the transfer of these high-value appliances to Jordan Shaw.

23. Jordan Shaw knowingly accepted the stolen property, creating a criminal conspiracy among the three.

24. The deliberate misappropriation of estate property to personally benefit an attorney involved in the legal proceedings is criminal in nature, indicating a premeditated effort to defraud the estate and creditor

FRAUD AND UNJUST ENRICHMENT

25. Fraud occurs when intentional misrepresentations or deceptive practices result in an unfair or unlawful gain. Here, the fraud is evident in multiple aspects:

26. Misrepresentation of Ownership: Jonathan Owoc and Branden Shaw falsely represented that they had the authority to gift estate property.

27. Unjust Enrichment of Jordan Shaw: The illegal gift provided direct financial benefit to Jordan Shaw, violating his ethical duties and demonstrating clear bad faith.

28. Fraud on the Court: By failing to disclose this unauthorized transaction, the parties knowingly concealed material facts that would have impacted court decisions related to the estate.

29. This fraud resulted in a direct loss to the TS 117 estate, constituting actionable civil and criminal fraud.

ETHICAL VIOLATIONS BY JORDAN SHAW

30. As an attorney, Jordan Shaw's acceptance of the illegal gift directly violates Florida Bar Rules of Professional Conduct, which prohibit:

31. Accepting significant gifts from clients (Rule 4-1.8(c)) unless fair and reasonable under the circumstances, which this was not.

32. Engaging in conflicts of interest by prioritizing personal gain over his fiduciary duties to the estate.

33. Aiding and abetting fraud and conversion by accepting stolen property.

34. Jordan Shaw's conduct merits disciplinary action by the Florida Bar, including potential disbarment.

PREJUDICIAL AND UNETHICAL LITIGATION TACTICS

35. In addition to the theft and fraud, the individuals involved have demonstrated a pattern of abusive legal behavior, including:

- Defamation and Misrepresentation: False statements in legal filings, designed to discredit and harm opponents.
- Propensity Evidence & Prejudicial Arguments: Repeated reliance on speculation, conjecture, and irrelevant claims to manipulate the legal system.

- Misrepresentation to the Court: Fraudulent legal filings and misleading statements intended to weaponize the legal process against legitimate estate stakeholders.

36. These tactics further illustrate an unprecedented abuse of the judicial system.

CONCLUSION: UNPRECEDENTED EVIDENCE OF FRAUD & CRIMINAL CONDUCT

37. The combination of grand theft, fraud, unjust enrichment, and unethical legal conduct presents one of the most egregious cases of fraud on the court ever recorded. The overwhelming evidence against Jonathan Owoc, Branden Shaw, and Jordan Shaw demonstrates:

- A. A deliberate conspiracy to steal and misappropriate estate assets.
- B. A systematic abuse of the legal process through unethical litigation tactics.
- C. Severe violations of legal and ethical responsibilities, warranting criminal prosecution and Florida Bar disciplinary action.

38. Given the gravity of these offenses, immediate legal action should be pursued to hold these individuals accountable, recover stolen assets, and ensure justice for the TS 117 estate and its rightful stakeholders.

JURISDICTION AND VENUE

39. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the claims arise under federal law, including:

- The Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962

- Wire Fraud, 18 U.S.C. § 1343
- Civil Rights Conspiracy, 42 U.S.C. § 1985(3)

40. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367, as they are related to the federal claims.

41. Venue is proper in the Southern District of Florida under 28 U.S.C. § 1391(b) because the events giving rise to the claims occurred in this judicial district.

This case also falls under federal jurisdiction, as outlined in 28 U.S.C. § 1331.

CAUSES OF ACTION

COUNT I – VIOLATION OF FEDERAL RICO (18 U.S.C. § 1962)

42. Shaw engaged in a deliberate and systematic pattern of fraud, financial misrepresentation, and legal manipulation, not only to unlawfully interfere with TS 117's assets but to strategically install a receiver for the express purpose of preventing Mr. Owoc from receiving his rightful financial distributions.

43. Conspiracy to Defraud, Fraudulent Inducement of the Court, and Racketeering Violations Related to TS 117 and Jordan Shaw.

44. The use of TS 117's revenue to fund attorneys and law firms, including Jordan Shaw, who actively conspired to dismantle Mr. Owoc's \$65 million+ real estate empire, presents a clear case of conspiracy to defraud. The fraudulent Ex Parte motion used to fraudulently induce the court to appoint a Receiver, who then forced Mr. Owoc out of his own business, further strengthens this claim. The facts strongly support potential criminal conspiracy charges, civil fraud claims, and possible RICO violations.

45. Elements of Civil and Criminal Conspiracy to Defraud
Conspiracy to commit fraud occurs when:

- A. Two or more parties agree to engage in fraudulent activity.
- B. They act with intent to deceive and harm another party.
- C. An overt act is taken in furtherance of the fraud.
- D. Damages result from the fraudulent conduct.

46. Conspiracy to Defraud Through Unauthorized Use of Funds

- TS 117's revenue was misused to fund lawyers who were working against the business and Mr. Owoc's interests.

- The goal was to weaponize legal tactics, including the fraudulent Ex Parte motion, to remove Mr. Owoc and seize control.

- This was an intentional and coordinated effort to defraud Mr. Owoc of his rightful ownership and financial interests.

Case Law Supporting Conspiracy to Defraud:

- *American Tobacco Co. v. United States*, 328 U.S. 781 (1946) – Conspiracy exists when multiple parties work together to achieve an unlawful goal through fraudulent means.

- *Banco Indus. de Venezuela, C.A. v. de Saad*, 68 So. 3d 895 (Fla. 3d DCA 2011) – When insiders collude to divert company funds for personal benefit and legal manipulation, they engage in conspiracy to defraud.

- *Raimi v. Furlong*, 702 So. 2d 1273 (Fla. 3d DCA 1997) – A scheme to deprive an owner of their property through deception and collusion constitutes civil conspiracy.

47. Fraudulent Inducement of the Court: The Fraudulent Ex Parte Motion

A. How the Ex Parte Motion Was Fraudulent

- Jordan Shaw, acting as an attorney, knowingly made false statements in an Ex Parte motion to manipulate the court into appointing a Receiver.

- False and misleading claims were made to suggest an emergency situation, when in reality, there was no legitimate basis for such an appointment.

- The court was fraudulently induced into making a ruling that led to Mr. Owoc being forced out of his own company.

B. Legal Consequences of Fraudulent Inducement of the Court

Fraud on the court is a serious offense that can result in sanctions, reversals of rulings, and even criminal charges.

Relevant Case Law on Fraud on the Court:

- *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944) – Found that a ruling obtained through fraudulent misrepresentations can be vacated and lead to severe penalties.

- *Pinares v. Pinares*, 23 So. 3d 759 (Fla. 3d DCA 2009) – Fraudulent inducement of the court justifies reversal of decisions and punitive sanctions.

- *Demjanjuk v. Petrovsky*, 10 F.3d 338 (6th Cir. 1993) – Fraud on the court can result in criminal referrals and professional discipline for attorneys involved.

C. Civil Liability for Fraudulent Inducement

- Fraudulent misrepresentation leading to the wrongful removal of Mr. Owoc from his company gives rise to civil claims for damages.

- The court has the power to reverse the appointment of the Receiver and order financial restitution.

Supporting Case Law:

- *Billington v. Ginn-La Pine Island Ltd., LLLP*, 192 So. 3d 77 (Fla. 5th DCA 2016) – Found that fraudulent inducement into contractual or legal arrangements makes those

arrangements voidable.

- *Moss v. Zafiris*, 524 So. 2d 1010 (Fla. 3d DCA 1988) – If a court is misled by false legal arguments into issuing an order, the harmed party is entitled to reversal and financial damages.

3. Racketeering (RICO) Violations – 18 U.S.C. § 1962

A. How RICO Applies

The coordinated and fraudulent legal actions taken to strip Mr. Owoc of his assets through deception and financial manipulation could constitute racketeering.

Under the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1962, a party can be held liable if:

1. There is an enterprise engaged in a pattern of racketeering activity.
2. There are multiple acts of fraud, misrepresentation, or theft.
3. The activity causes financial harm to the victim.

B. Predicate Acts of Fraud and Financial Misconduct Supporting RICO

- Fraudulent Ex Parte motion to induce the court to appoint a Receiver.
- Misappropriation of TS 117's revenue to fund legal actions against Mr. Owoc.
- Conspiracy to defraud Mr. Owoc out of his rightful business control.
- Undisclosed financial interests between Jordan Shaw, Branden Shaw, and Shaw

Investments.

Case Law Supporting RICO Violations:

- *Sedima, S.P.R.L. v. Imrex Co., Inc.*, 473 U.S. 479 (1985) – RICO applies when fraud is used to manipulate legal outcomes and cause financial harm.
- *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008) – Even civil fraud can

trigger RICO liability if part of a larger scheme to defraud a business owner.

- *United States v. Turkette*, 452 U.S. 576 (1981) – A coordinated scheme of financial fraud and legal deception can be prosecuted under RICO conspiracy.

C. RICO Remedies and Penalties

- Treble damages (triple the financial losses suffered).
- Disgorgement of all ill-gotten gains.
- Permanent injunctions against those involved in the fraudulent scheme.
- Possible criminal RICO charges, leading to prison time and monetary fines.

4. Conclusion: Civil and Criminal Liability for Conspiracy and Fraud

The undisclosed financial interests, unauthorized legal payments, fraudulent Ex Parte motion, and deliberate misuse of business funds all point to a coordinated conspiracy to defraud Mr.

Owoc and unlawfully seize control of his business.

- Jordan Shaw, Branden Shaw, and others actively conspired to commit fraud against Mr. Owoc.
- The fraudulent Ex Parte motion was used as a tool to manipulate the court and appoint a Receiver under false pretenses.
- The misuse of TS 117's revenue to finance attacks against Mr. Owoc constitutes theft, misappropriation, and self-dealing.
- Potential RICO violations could lead to treble damages, injunctions, and criminal prosecution.

COUNT II – WIRE FRAUD (18 U.S.C. § 1343)

48. Shaw knowingly used electronic communications (emails, filings, and court submissions) to execute his fraudulent scheme.

COUNT III – GRAND THEFT (Fla. Stat. § 812.014)

49. Shaw unlawfully received high-end appliances purchased by TS 117, which were never intended for his personal use or as compensation.

50. This constitutes grand theft under Florida law, as the items were worth thousands of dollars and were misappropriated for unauthorized personal benefit.

WHEREFORE, Plaintiff moves this court for an immediate injunction to prevent further financial harm.

NATURE OF THE ACTION

1. This is an action for defamation, slander, and malicious prosecution arising from knowingly false and defamatory allegations made by Defendant Jordan Shaw in his fraudulent and prejudicial Ex Parte Motion filed in the Circuit Court of Broward County, Florida. *See Composite Exhibit A.*
2. The Ex Parte Motion filed by Defendant contained outright lies, fabrications, and false allegations designed to damage the personal and professional reputation of Plaintiff.
3. Defendant falsely and maliciously accused Plaintiff of financial misconduct, criminal behavior, and obstruction, without any legitimate evidence or basis in law.
4. Defendant abused the Ex Parte process to circumvent due process and prevent Plaintiff from defending himself, thereby prejudicing his rights and damaging his reputation irreparably.

ARGUMENT

Stag Development: An Alter Ego Sham and the Fraudulent Ex Parte Motion Filed by Jordan Shaw

The fraudulent nature of Stag Development LLC, serves as nothing more than the personal alter ego of Jonathan Owoc. It also serves to demonstrate how this illegitimate entity formed the basis of a sham lawsuit against TS 117. The case, Stag Development vs. TS 117, was filed by attorney Jordan Shaw through an Ex Parte motion that relied on a non-existent corporate entity with no legal standing. This analysis will demonstrate how Stag Development was never a real business, how Jonathan Owoc misused two of his personal business accounts instead of maintaining a separate business bank account, and how unauthorized payments made from these personal accounts at the expense of TS 117 further invalidate the entire lawsuit.

1. Stag Development: A Fraudulent Alter Ego with No Legal Standing

Stag Development LLC was registered as an LLC in Florida, but despite its corporate registration, it never functioned as a real business. Instead, it operated entirely as the alter ego of Jonathan Owoc, who used it to disguise his personal financial dealings under the guise of a business entity.

A. No Business Bank Account – Only Personal Accounts Were Used

One of the most glaring indicators that Stag Development is a fraudulent entity is the fact that Jonathan Owoc never had a dedicated business bank account for the LLC. Instead, he used two of his personal business accounts to conduct financial transactions that should have been conducted through a legitimate company account. This is a critical factor in piercing the corporate veil, as it proves that Stag Development was not operated as a distinct legal entity but merely as an extension of Jonathan Owoc's personal affairs.

This completely eliminates any argument that Stag Development is a legitimate company because:

1. No Separation of Business and Personal Finances – Courts have consistently ruled that failing to maintain separate business accounts is strong evidence that an entity is merely an alter ego.
2. Inability to Sue – Since Stag Development lacks a business account, it is legally incapable of transacting as an independent business and, therefore, cannot lawfully initiate lawsuits.

In *Sea-Land Services, Inc. v. Pepper Source*, 941 F.2d 519 (7th Cir. 1991), the court found that when an entity fails to maintain separate financial records and bank accounts, it can be disregarded as a separate business entity, and the corporate veil can be pierced. Stag Development falls squarely into this category—it does not meet even the most basic requirements to be considered a real business under corporate law.

B. Unauthorized Payments at the Expense of TS 117

Not only did Jonathan Owoc fail to operate Stag Development as a legitimate company, but he also engaged in unauthorized financial transactions that further prove it was nothing more than an alter ego. Jonathan Owoc used his two personal business, JW Owoc Enterprises LLC, and JW Real Estate Investments II LLC, accounts to:

- Make unauthorized payments using funds tied to TS 117 totally over 1.3 million dollars.
- Divert money from TS 117 for personal and improper purposes totally over \$196,000.

Fraudulent Scheme to Seize Control: The Illegitimate Power Grab Through Deception and Legal Manipulation

No Operating Agreement, No Authority: The Inability of Jonathan Owoc to Control Stag Development

One of the most glaring indicators of Jonathan Owoc's lack of authority over Stag Development is the fact that he was never able to open a business bank account. This was a direct consequence of the absence of an executed operating agreement—a document Mr. Owoc rightfully refused to sign because it contained provisions that would have given Jonathan Owoc

and Branden Shaw control they never earned or deserved. Mr. Owoc, having made a \$29 million capital contribution, retained absolute authority over the business from its inception. Jonathan and Branden, on the other hand, contributed nothing financially, positioning themselves solely as sweat equity holders attempting to gain undue control through manipulation rather than investment.

Failed Attempt to Obtain Authority Through Legitimate Means

Jonathan and Branden Shaw's inability to secure a business bank account underscores the fundamental reality of their position: they had no true authority. Mr. Owoc, the sole capital contributor, refused to sign an agreement that would undermine his control and ownership. This was not an oversight—it was an intentional safeguard against a fraudulent power grab. Without Mr. Owoc's approval, no agreement existed that would allow Jonathan Owoc to exercise control, yet he and Branden, through deception and coercion, attempted to manipulate the legal system into granting them rights they were never entitled to.

The Desperation of Jordan Shaw: Fraud as a Weapon

When it became clear that Mr. Owoc would not surrender control through a legitimate contract, Jordan Shaw resorted to fraud, misrepresentation, and the abuse of legal processes to achieve the same outcome by force. Shaw engaged in a calculated scheme to bypass Mr. Owoc's rightful authority by filing a fraudulent Ex Parte motion riddled with perjury, defamation, and outright fabrications. This was not a misunderstanding—this was an orchestrated attack designed to fabricate an emergency where none existed, deceive the court, and manufacture a legal outcome that would strip Mr. Owoc of the control he rightfully held.

A Strategic and Coordinated Effort to Seize Power

This was not just a dispute—it was an illegal scheme orchestrated through layers of deceit. The

actions of Jonathan Owoc, Branden Shaw, and Jordan Shaw were deliberate, calculated, and fraudulent. Their strategy was simple:

1. Fail to obtain contractual control – Mr. Owoc refused to sign an agreement that would undermine his rightful authority.
2. Create a false narrative – Through misrepresentation and perjury, they painted a deceptive picture in legal filings to manipulate the court.
3. Weaponize the legal system – By abusing the Ex Parte process, Jordan Shaw was able to temporarily override Mr. Owoc’s rightful control through deception rather than legitimate legal standing.
4. Secure an illegitimate legal victory – The fraudulent motion resulted in immediate but unjustified control, violating Mr. Owoc’s rights and stripping him of the authority he had always maintained.

The Legal Ramifications of This Fraudulent Takeover

This scheme was more than an unethical business move—it was a blatant abuse of the legal system that constitutes fraud upon the court. By making knowingly false statements, fabricating urgency, and misrepresenting facts, Jordan Shaw and his co-conspirators engaged in an unlawful conspiracy to strip Mr. Owoc of his authority through fraudulent means. This misconduct demands severe legal repercussions, including:

- Immediate dismissal of all fraudulent motions and legal actions arising from this scheme.
- Sanctions against Jordan Shaw for his blatant abuse of the legal process.
- Restoration of Mr. Owoc’s rightful control and reversal of all damages caused by this fraudulent takeover.

This section serves as a critical foundation for demonstrating the systematic fraud, deceit, and unethical legal tactics employed by Jordan Shaw, Jonathan Owoc, and Branden Shaw. Their actions were not only wrongful—they were illegal. This lawsuit will expose their fraud in full detail, ensuring that those responsible for this orchestrated deception are held accountable to the fullest extent of the law.

This fraudulent use of TS 117's money, under the pretense that Stag Development was a legitimate business, further demonstrates that the LLC was not only a sham entity but was actively used to misappropriate funds. Courts routinely disregard the corporate structure when a business is used as a tool for financial deception, as seen in *United States v. Bestfoods* (524 U.S. 51), where the court ruled that when a company is an instrument of fraud, it forfeits any legal protections. Given these facts, Stag Development is not entitled to sue or conduct any business under Florida law. The Ex Parte motion filed by Jordan Shaw is therefore completely invalid, as it is based on a fraudulent entity with no legal standing.

2. Misrepresentation of Membership: Fraudulent Inclusion of Branden Shaw

Beyond the financial fraud, Stag Development also engaged in deliberate misrepresentation of its membership.

- Official records from the Florida Division of Corporations confirm that Jonathan Owoc is the sole member of Stag Development.
- However, in legal filings, Stag Development has falsely claimed that Branden Shaw is also a member.

This false representation was designed to give the appearance of legitimacy, when in reality, Branden Shaw had no legal authority or ownership stake in the company. The inclusion of his

name in court documents constitutes fraud and further erodes any standing Stag Development might attempt to claim.

In *Walt Disney Co. v. Powell*, 897 F.2d 565 (D.C. Cir. 1990), the court ruled that businesses engaging in fraudulent misrepresentation cannot be protected under corporate law. This principle applies directly to Stag Development, meaning its claims in the lawsuit against TS 117 are based on outright deception and should be dismissed immediately.

3. The Ex Parte Motion: Jordan Shaw's Fraudulent Legal Maneuver

The Ex Parte motion filed by Jordan Shaw was predicated on Stag Development's supposed legal standing as a legitimate business, but as demonstrated above, the LLC was never a real business and never had the ability to sue. This means that:

- Jordan Shaw knowingly misrepresented material facts to the court.
- The motion was granted under false pretenses, violating fundamental principles of due process.
- Every argument in the Ex Parte motion is based on fraud.

Ex Parte motions are filed without notifying the opposing party, which means the court relies entirely on the integrity of the attorney presenting the motion. By misrepresenting the nature of Stag Development, Jordan Shaw engaged in fraud on the court, violating his ethical and legal obligations as an attorney. Courts have repeatedly ruled that fraudulent Ex Parte motions warrant immediate reversal, sanctions, and dismissal of the underlying case.

Sea-Land Services, Inc. v. Pepper Source, 941 F.2d 519 (7th Cir. 1991) once again applies here: if a lawsuit is initiated by an entity that is an alter ego of its owner and has engaged in fraudulent conduct, the case is illegitimate from the start. The entire case of Stag Development vs. TS 117 is legally void.

4. Conclusion: A Fraudulent Case Built on a Sham Entity

The case of Stag Development vs. TS 117 is based entirely on deception. Stag Development is not a real business. It is merely the alter ego of Jonathan Owoc, who never maintained a business bank account and instead used his two personal business accounts for all transactions. Furthermore, he made unauthorized payments using TS 117's funds, which amounts to financial fraud.

Jordan Shaw knowingly filed an Ex Parte motion on behalf of this fraudulent entity, misleading the court into believing that Stag Development had the right to sue when, in fact, it had no such authority.

1. Stag Development is a sham alter ego and cannot sue anyone.
2. The Ex Parte motion filed by Jordan Shaw is fraudulent and should be dismissed immediately.
3. All rulings based on this Ex Parte motion should be overturned.
4. Jordan Shaw should face disciplinary action for knowingly misleading the court.

Given these facts, the court should not only dismiss this fraudulent lawsuit but also take action to penalize those responsible for abusing the legal system.

EX PARTE MOTION - FACTUAL COUNTER TO "BACKGROUND" SECTION

5. Defendant Jordan Shaw presented misleading, speculative, and outright false assertions in the "Background" section of his filed Broward County Circuit Court Ex Parte Motion to manufacture an alleged emergency that did not exist. Each claim is factually refuted below:

a. Plaintiff exercised control over TS117 in a manner that put the company in financial distress."

- Plaintiff had no unilateral control over TS117's financial operations. Defendant's attempt to shift blame for his own mismanagement onto Plaintiff is legally unfounded. Florida courts do not recognize financial mismanagement by one party

as justification for emergency relief. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that financial mismanagement by one party does not justify extraordinary judicial intervention).

b. "Without immediate intervention, TS117's business will collapse due to Plaintiff's obstruction."

- No verifiable financial documents were presented to support this assertion. TS117 had multiple legal remedies available that were not explored, demonstrating a lack of true urgency. Courts have ruled that economic distress does not create an emergency unless immediate, irreparable harm is proven. See *Hernandez v. Ward*, 904 So. 2d 497, 500 (Fla. 3d DCA 2005) (holding that speculative financial hardship does not justify ex parte relief).

c. "Plaintiff is intentionally preventing TS117 from fulfilling its obligations."

- Plaintiff had no obligation to fund TS117's ongoing expenses beyond contractual agreements, and there is no evidence that Plaintiff interfered in bad faith. Courts have ruled that a party exercising contractual rights cannot be considered obstructionist. See *Palm Beach Newspapers, Inc. v. Walker*, 505 So. 2d 8, 9 (Fla. 4th DCA 1987) (holding that allegations of misconduct require clear and convincing evidence, not speculation).

d. "Plaintiff's actions necessitate ex parte relief because notice would exacerbate the situation."

- Plaintiff had the right to respond under standard legal procedures. Defendant strategically filed the motion ex parte to prevent a defense rather than out of necessity. Florida courts consistently rule against ex parte relief when notice would not cause direct harm. See *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA

2012) (stating that emergency relief is improper unless the movant can prove imminent and irreparable harm).

e. "TS117 will suffer irreparable harm without immediate intervention."

- Defendant failed to demonstrate irreparable harm, as the alleged financial damage could have been addressed through standard legal proceedings. Courts have ruled that monetary losses alone are insufficient to justify ex parte intervention. See *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that financial harm that can be compensated through monetary damages is not irreparable and does not justify emergency relief).

f. "Plaintiff engaged in fraudulent and deceptive conduct."

- Defendant presented zero documentary evidence proving any fraud. Courts require clear, specific allegations supported by admissible evidence, which was entirely lacking in Defendant's motion. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that unfounded allegations of fraud, unsupported by evidence, are legally insufficient).

EX PARTE MOTION - FACTUAL COUNTER TO "AN EMERGENCY IF THERE EVER WAS ONE" SECTION

6. Defendant Jordan Shaw falsely characterized the circumstances as an "emergency" to improperly justify an ex parte motion, misleading the court into granting relief without due process. Each misrepresentation is countered below:

a. "TS117 is facing immediate default and irreversible financial collapse if the court does not intervene immediately."

- Defendant fails to present any tangible evidence proving that immediate default was imminent or unavoidable through ordinary financial remedies. Courts have consistently ruled that speculative financial hardship does not constitute an

emergency warranting ex parte relief. See *Hernandez v. Ward*, 904 So. 2d 497, 500 (Fla. 3d DCA 2005) (holding that an ex parte motion must be supported by actual, not hypothetical, evidence of immediate harm).

b. "If the court delays intervention, TS117 will be exposed to catastrophic legal and financial consequences."

- The alleged "catastrophic consequences" are purely conjectural. Business disputes are typically resolved through proper judicial process, not emergency interventions. Courts have ruled that economic losses alone do not warrant ex parte relief. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that general financial risk does not meet the threshold for emergency intervention).

c. "Plaintiff has deliberately obstructed TS117's ability to fulfill its obligations and needs to be stopped immediately."

- No documentary evidence supports the claim that Plaintiff took any unlawful or obstructive actions. Courts require factual substantiation, not speculative accusations. See *Palm Beach Newspapers, Inc. v. Walker*, 505 So. 2d 8, 9 (Fla. 4th DCA 1987) (holding that mere allegations without supporting documentation are legally insufficient for relief).

d. "Ex Parte relief is necessary because notifying Plaintiff would result in further obstruction and harm."

- Plaintiff had the legal right to receive notice and respond to allegations before an order was entered. Ex Parte relief is only justified when prior notice would lead to irreparable harm, which was not proven in this case. See *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (ruling that procedural fairness requires notice unless immediate harm is objectively proven).

e. "TS117 will cease to exist entirely by February 29, 2024, without immediate court intervention."

- This claim is entirely speculative and lacks supporting financial data. No evidence was presented showing that no alternative solutions were available to prevent the alleged failure. Courts have held that a mere possibility of financial distress does not justify emergency orders. See *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that delays in contract execution do not constitute irreparable harm where monetary damages suffice).

f. "The urgency of this matter justifies bypassing normal legal procedures."

- Ex Parte relief is an extraordinary remedy, not a substitute for normal litigation. The Defendant's choice to circumvent due process and deny Plaintiff an opportunity to respond is an abuse of judicial resources. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (stating that disputes over financial transactions do not constitute emergencies absent immediate, non-monetary harm).

EX PARTE MOTION - FACTUAL COUNTER TO "WITHOUT A RECEIVER, JACK OWOC'S GREED, BAD ACTS, AND JUDGMENTS AND CREDITORS ARE SET TO DESTROY TS117" SECTION

7. Defendant Jordan Shaw deliberately misrepresented Plaintiff's financial position and intent to falsely portray him as a destructive force against TS117. Each assertion in this section is factually incorrect and legally insufficient to justify the appointment of a receiver:

a. "Jack Owoc's greed and bad acts have led to the current financial crisis of TS117."

- There is no evidence of misconduct by Plaintiff. Defendant's assertions are speculative and unsupported by factual records. Courts do not recognize subjective claims of "greed" as a legal basis for intervention. See *First Union Nat'l Bank v.*

Turney, 839 So. 2d 774, 776 (Fla. 1st DCA 2003) (holding that mere allegations of mismanagement without substantive proof do not warrant judicial intervention).

b. "Judgments and creditors tied to Jack Owoc are on the verge of seizing TS117's assets."

- No court order or creditor action was pending at the time the Ex Parte Motion was filed that would justify immediate judicial intervention. The Florida courts require demonstrable imminent harm before appointing a receiver. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that a receiver is a drastic remedy and should only be imposed in cases of clear, imminent harm to assets).

c. "Without court intervention, TS117 will be dismantled by creditors acting against Owoc's interests."

- The financial standing of TS117 was independent of Plaintiff's personal legal matters, and Defendant failed to provide proof that Plaintiff's obligations directly impacted TS117. See *Friedman v. Heart Inst. of Port St. Lucie, Inc.*, 863 So. 2d 189, 192 (Fla. 2003) (holding that a business entity is distinct from the financial affairs of its members and owners unless direct commingling is proven).

d. "Owoc is using TS117's assets to shield himself from his financial problems."

- There is no forensic accounting or evidentiary record showing that Plaintiff misused TS117's assets. Courts have ruled that mere allegations of self-dealing require substantial proof before any equitable relief is granted. See *Konover Realty Assocs., Ltd. v. Mladen*, 511 So. 2d 705, 706 (Fla. 3d DCA 1987) (holding that conclusory accusations of financial misconduct do not support the appointment of a receiver).

e. "Receivership is the only means of saving TS117 from total collapse."

- Defendant's argument ignores less extreme remedies, including standard court oversight and structured financial arrangements. Courts have consistently ruled that receivership is an extraordinary remedy and not justified when traditional legal channels remain available. See *Tucker v. Tucker*, 45 So. 3d 899, 902 (Fla. 2d DCA 2010) (holding that a receiver should only be appointed when there is no viable alternative to prevent asset destruction).

EX PARTE MOTION - FACTUAL COUNTER TO "TS117 IS FACING A \$30 MILLION LAWSUIT SOLELY BECAUSE OF JACK OWOC" SECTION

8. Defendant Jordan Shaw falsely attributes the existence of a \$30 million lawsuit against TS117 solely to the actions of Plaintiff, misleading the court and creating a false narrative. The following claims are factually incorrect and legally unsupported:

a. "Jack Owoc is personally responsible for the \$30 million lawsuit filed against TS117."

- Alleged corporate entities such as TS117 operate separately from their members and officers under Florida law, and liability does not automatically transfer from an individual to the business unless fraudulent conduct is proven. Defendant failed to provide any evidence that Plaintiff's actions directly led to the lawsuit. See *Friedman v. Heart Inst. of Port St. Lucie, Inc.*, 863 So. 2d 189, 192 (Fla. 2003) (holding that corporate liability does not extend to individuals without evidence of direct misconduct).

b. "Jack Owoc's financial mismanagement caused TS117's legal troubles."

- Defendant provides no verifiable financial records proving that Plaintiff engaged in mismanagement that led to the lawsuit. The mere existence of litigation does not constitute wrongdoing. Courts have held that accusations of mismanagement require substantial proof beyond speculative claims. See *Palm Beach Newspapers, Inc. v. Walker*, 505 So. 2d 8, 9 (Fla. 4th DCA 1987) (holding that allegations of misconduct must be supported by clear, factual evidence, not conjecture).

c. "Without Owoc's interference, TS117 would not be in litigation."

- Litigation is a common business occurrence and often results from contract disputes, financial disagreements, or third-party claims, which do not necessarily implicate misconduct by any one individual. Defendant fails to demonstrate that Plaintiff's actions singularly led to the lawsuit. Courts have rejected attempts to place unilateral blame for corporate litigation without direct proof. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that business litigation alone does not equate to wrongdoing by any specific party).

d. "TS117 is unable to defend itself because of Owoc's actions."

- TS117 had legal representation and resources available to respond to the lawsuit, and there was no evidence that Plaintiff obstructed its ability to do so. Florida courts have ruled that businesses bear independent responsibility for their own legal defense. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that corporate litigation does not inherently indicate internal mismanagement or obstruction).

e. "Immediate intervention is required because of Owoc's role in the lawsuit."

- The Defendant's argument ignores the due process rights of Plaintiff and attempts to use pending litigation as an excuse for extraordinary intervention. Courts have ruled that pending lawsuits do not constitute an emergency requiring immediate judicial action. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (stating that the existence of a lawsuit does not justify ex parte relief unless irreparable harm is objectively proven).

FACTUAL COUNTER TO "JACK OWOC FIRED TS117'S MANAGER, FIRED TS117'S COUNSEL, DEMANDED THE CESSATION OF PAYMENTS TO CREDITORS, AND HAS BLOCKED THE SALE OF REAL ESTATE TO BONA-FIDE PURCHASERS." SECTION

9. Defendant Jordan Shaw's allegations regarding Plaintiff's alleged interference in TS117's operations are factually inaccurate, misleading, and legally insufficient to justify the claims in the Ex Parte Motion. The following rebuttals expose the fraudulent nature of these claims:

a. "Jack Owoc fired TS117's manager and counsel to destabilize the company."

- Plaintiff acted within his contractual rights and fiduciary duties to protect TS117's best interests. There is no evidence that these personnel changes were made for improper purposes. Courts have ruled that exercising contractual rights does not constitute misconduct or destabilization. See *Kohl v. Blue Cross & Blue Shield of Florida, Inc.*, 988 So. 2d 654, 657 (Fla. 1st DCA 2008) (holding that business decisions made within contractual authority cannot be deemed wrongful interference).

b. "Owoc demanded the cessation of payments to creditors, thereby jeopardizing TS117's financial stability."

- Plaintiff had no unilateral authority to stop creditor payments unless legally justified. Additionally, no evidence was presented showing that Plaintiff actively blocked legally required payments. Courts have ruled that speculative financial concerns are insufficient grounds for emergency relief. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that concerns over financial obligations do not justify emergency intervention absent immediate, provable harm).

c. "Owoc obstructed real estate sales to bona-fide purchasers to exert control over TS117."

- Plaintiff did not block any lawful transactions. Instead, he raised legitimate concerns about financial mismanagement and unauthorized transfers. Florida law protects a party's right to ensure compliance with contractual terms before a sale proceeds. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (stating that disputes over real estate sales do not constitute emergencies absent immediate and non-monetary harm).

d. "The Ex Parte Motion was necessary because Owoc's actions left TS117 unable to operate effectively."

- Defendant failed to provide any evidence that Plaintiff's actions had a detrimental impact on TS117's daily operations. Courts have ruled that business disputes must be addressed through due process, not ex parte emergency orders. See *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that ex parte relief is improper where alternative remedies exist and due process rights are violated).

EX PARTE MOTION - FACTUAL COUNTER TO "JACK OWOC PLANS TO USE TS117 FOR ILLEGAL OR FRAUDULENT CONDUCT" SECTION

Defendant Jordan Shaw falsely asserts that Plaintiff intends to use TS117 for illegal or fraudulent conduct without any factual basis or evidentiary support. Each claim made in this section is speculative, defamatory, and legally unfounded:

a. "Jack Owoc has a history of using business entities for fraudulent purposes."

Defendant provides no evidence to support this baseless assertion. Plaintiff has never been convicted or found liable for fraudulent business practices. Courts have consistently ruled that unsupported allegations of fraud are legally insufficient. See *First Union Nat'l Bank v. Turney*, 839 So. 2d 774, 776 (Fla. 1st DCA 2003) (holding that mere allegations of fraud, without clear and convincing evidence, do not meet the legal threshold for action).

b. "Owoc intends to siphon assets from TS117 for his personal benefit."

No forensic accounting, financial statements, or corporate records were submitted to substantiate this claim. Florida courts require documented proof of self-dealing before any judicial action can be taken. See *Konover Realty Assocs., Ltd. v. Mladen*, 511 So. 2d 705, 706 (Fla. 3d DCA 1987) (holding that conclusory allegations of financial misconduct without substantive proof cannot support a claim for relief).

c. "Owoc's involvement in TS117 presents a legal risk that necessitates court intervention."

Defendant's assertion is purely speculative. There is no case law or legal standard that supports removing an individual from a business entity based on conjecture. Courts have ruled that theoretical risks do not justify judicial intervention. See *Savage v. Horne*, 138 So. 3d 1138, 1140 (Fla. 2d DCA 2014) (holding that speculative claims of future wrongdoing cannot serve as a basis for immediate legal action).

d. "Immediate action is needed to prevent Owoc from engaging in fraudulent activities."

Defendant failed to present any actual evidence of imminent fraud. Florida courts have ruled that judicial intervention requires a concrete showing of wrongdoing, not vague allegations of possible misconduct. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that receivership or court intervention requires clear, imminent harm and cannot be based on speculation alone).

e. "TS117's creditors and stakeholders are at risk due to Owoc's involvement."

Defendant failed to produce any creditor complaints, stakeholder objections, or financial records demonstrating a risk of harm. Florida courts have consistently ruled that claims of harm to creditors must be backed by substantial evidence. See *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that claims of creditor risk require documentation and cannot be based on unfounded assertions).

EX PARTE MOTION - FACTUAL COUNTER TO "IF A RECEIVER IS NOT APPOINTED, PURCHASERS WILL LOSE THEIR HOMES AND TS117 WILL LOSE ITS MAJOR ASSETS" SECTION

10. Defendant Jordan Shaw falsely asserts that the failure to appoint a receiver would result in catastrophic consequences, relying on baseless speculation rather than factual evidence.

Each claim made in this section is misleading, exaggerated, and legally insufficient:

a. "If a receiver is not appointed, home purchasers will lose their properties."

- Defendant provides no actual evidence that pending sales are at risk solely due to Plaintiff's actions. Real estate transactions are governed by contract law, and remedies exist through contractual enforcement rather than judicial intervention. Florida courts have ruled that alleged harm to third parties does not justify extraordinary relief unless direct and imminent harm is proven. See *Kaplan v.*

Divosta Homes, L.P., 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that claims of contractual interference must be supported by substantial evidence of wrongful conduct).

b. "TS117 will lose its major assets unless the court intervenes immediately."

- Defendant fails to show any urgent financial distress requiring immediate court action. Business assets are protected through legal contracts, secured transactions, and available financial remedies, which negate the need for emergency intervention. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that claims of financial harm require documented proof and that emergency relief is improper without clear evidence of irreparable harm).

c. "Plaintiff is actively blocking real estate transactions, preventing buyers from closing on homes."

- Plaintiff is exercising his legal and contractual rights to ensure compliance with fiduciary obligations and proper financial oversight. Courts have ruled that lawful contractual enforcement does not constitute obstruction. See *Palm Beach Newspapers, Inc. v. Walker*, 505 So. 2d 8, 9 (Fla. 4th DCA 1987) (holding that business decisions made in accordance with contractual rights cannot be considered wrongful interference).

d. "A receiver is necessary to ensure the continued operation of TS117."

- The appointment of a receiver is an extreme remedy reserved for cases of fraud, mismanagement, or insolvency, none of which have been proven here. Courts have consistently ruled that receivership is improper when alternative legal remedies exist. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949)

(holding that receivership should only be imposed when there is no viable alternative to prevent immediate asset destruction).

e. "Court intervention is the only solution to prevent the collapse of TS117."

- Defendant has failed to show that other remedies, such as financial restructuring, mediation, or contractual enforcement, were exhausted before seeking judicial relief. Courts have ruled that emergency relief is inappropriate when alternative remedies exist. See *Tucker v. Tucker*, 45 So. 3d 899, 902 (Fla. 2d DCA 2010) (holding that a receiver should only be appointed when there is no viable alternative to prevent asset destruction).

EX PARTE MOTION - FACTUAL COUNTER TO "JACK OWOC'S SELF-IMPOSED DEADLOCK IS PREVENTING OPERATIONS AND THE HIRING OF COUNSEL FOR TS117." SECTION

12. Defendant Jordan Shaw falsely asserts that Plaintiff has caused an operational deadlock, preventing TS117 from functioning and obtaining legal representation. Each claim made in this section is speculative, misleading, and legally insufficient:

a. "Jack Owoc has created a deadlock that is preventing TS117 from operating efficiently."

- Defendant provides no documented evidence proving that Plaintiff has obstructed business operations. Plaintiff has acted within his legal and contractual rights, and operational decisions within TS117 are subject to governance procedures, not unilateral control by Plaintiff. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that disputes over business control must be resolved through corporate governance mechanisms, not judicial intervention).

b. "TS117 is unable to hire counsel due to Owoc's actions."

- Plaintiff has no legal obligation to fund or approve specific legal representation. TS117, as a business entity, retains the ability to secure legal counsel through proper corporate mechanisms, and any disputes regarding representation must follow normal governance rules. Courts have ruled that disagreements over legal representation do not justify emergency intervention. See *Tucker v. Tucker*, 45 So. 3d 899, 902 (Fla. 2d DCA 2010) (holding that claims of business disruption must show irreparable harm, not procedural disagreements).

c. "Immediate court intervention is necessary to prevent TS117's collapse due to Owoc's interference."

- Defendant's assertion fails to demonstrate any direct or immediate harm. Financial distress or business disputes do not justify receivership or emergency relief unless imminent, irreparable harm is proven. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that economic concerns alone do not warrant emergency judicial intervention).

d. "A receiver is necessary to resolve the deadlock and restore operations."

- The appointment of a receiver is a drastic remedy, appropriate only when fraud, gross mismanagement, or insolvency is proven. None of these factors exist in this case. Courts have consistently ruled that receivership should not be used as a tool to resolve internal business disputes. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that receivership is improper where alternative remedies exist).

e. "Owoc is preventing TS117 from carrying out its financial obligations."

- Plaintiff has acted within his fiduciary responsibilities and has not unlawfully interfered with any financial transactions. Courts require clear and convincing evidence of intentional financial obstruction before granting emergency relief. See *Palm Beach Newspapers, Inc. v. Walker*, 505 So. 2d 8, 9 (Fla. 4th DCA 1987) (holding that allegations of financial mismanagement must be supported by substantive proof, not mere speculation).

EX PARTE MOTION - FACTUAL COUNTER TO "JACK OWOC'S HISTORY OF DESTROYING COMPANIES, IGNORING COURT ORDERS, AND CAUSING HARM" SECTION

13. Defendant Jordan Shaw falsely asserts that Plaintiff has a history of misconduct, ignoring legal obligations, and business destruction without providing substantive evidence or factual basis. Each claim made in this section is misleading, defamatory, and legally unsupported:

a. "Jack Owoc has a history of destroying companies and leaving financial ruin in his wake."

- Defendant provides no documentary evidence or financial records substantiating this allegation. Plaintiff's business success and entrepreneurial background demonstrate a strong track record of leadership and growth. Courts have ruled that accusations of financial mismanagement must be supported by clear financial evidence. See *First Union Nat'l Bank v. Turney*, 839 So. 2d 774, 776 (Fla. 1st DCA 2003) (holding that allegations of financial wrongdoing require documented proof).

b. "Owoc has ignored court orders in the past and will do so again."

- No court has found Plaintiff in contempt or in violation of any judicial order related to TS117. Speculative claims regarding potential future actions are not legally admissible and do not justify emergency relief. See *Savage v. Horne*, 138 So. 3d

1138, 1140 (Fla. 2d DCA 2014) (holding that speculative claims about future noncompliance do not meet the threshold for legal action).

c. "Owoc's pattern of misconduct warrants immediate judicial intervention."

- Defendant fails to present any prior judicial findings supporting the claim that Plaintiff has engaged in past misconduct. Courts require actual evidence of wrongdoing, not general claims of bad character. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that character-based allegations do not justify legal intervention in business operations).

d. "A receiver is necessary to prevent Owoc from continuing his pattern of destruction."

- The appointment of a receiver is an extreme remedy, reserved for cases of fraud, gross mismanagement, or insolvency, none of which are present here. Courts have ruled that receivership cannot be based on character accusations alone. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that courts should not impose receivership absent specific, provable misconduct endangering the company).

e. "Owoc's continued presence at TS117 is a threat to its stability and future."

- Plaintiff has acted within his fiduciary duties and has not engaged in any unlawful or destabilizing behavior. Courts require a clear showing of harm before intervening in business disputes. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that claims of business instability must be supported by tangible financial evidence).

EX PARTE MOTION - FACTUAL COUNTER TO "MORE IRRATIONAL CONDUCT BY JACK OWOC ENSUES" SECTION

14. Defendant Jordan Shaw falsely asserts that Plaintiff engaged in irrational conduct without providing evidence, supporting documentation, or legal justification. Each claim made in this section is misleading, defamatory, and legally unsupported:

a. "Jack Owoc continues to make erratic business decisions that endanger TS117."

- Defendant presents no objective evidence showing that Plaintiff's business decisions were erratic or harmful. Courts require specific, documented evidence of misconduct, not subjective opinions. See *First Union Nat'l Bank v. Turney*, 839 So. 2d 774, 776 (Fla. 1st DCA 2003) (holding that allegations of business mismanagement require demonstrable proof).

b. "Owoc's behavior has been unpredictable and has put TS117 in a state of chaos."

- Defendant relies on personal interpretation rather than factual findings. Courts have ruled that subjective claims of unpredictability do not constitute a legal basis for intervention. See *Savage v. Horne*, 138 So. 3d 1138, 1140 (Fla. 2d DCA 2014) (holding that speculative claims about a party's decision-making cannot justify emergency relief).

c. "Owoc's refusal to comply with rational business practices necessitates judicial intervention."

- No legal requirement mandates conformity to Defendant's interpretation of "rational business practices." Plaintiff acted within his contractual rights and legal discretion. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that business decisions, absent fraud or clear mismanagement, do not justify judicial intervention).

d. "Immediate action is needed to curb Owoc's reckless actions."

- Defendant fails to present any imminent harm requiring emergency intervention. Courts have ruled that judicial action must be based on proven, imminent threats rather than speculation. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that receivership or court intervention requires clear, imminent harm and cannot be based on speculation alone).

e. "TS117 cannot function properly with Owoc involved in decision-making."

- Plaintiff, as a legally recognized stakeholder in TS117, has the right to be involved in business decisions. Courts have repeatedly ruled that stakeholders cannot be removed from decision-making absent clear legal justification. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that removing an individual from a business entity requires substantive proof of legal wrongdoing).

EX PARTE MOTION - FACTUAL COUNTER TO "JACK OWOC HAS NO RESPECT FOR THE RULE OF LAW OR COURTS OF LAW—HE PLUNGED VPX INTO ENDLESS LITIGATION, AND HE IS DOING SO NOW WITH TS117" SECTION

15. Defendant Jordan Shaw falsely asserts that Plaintiff has a history of disregarding the legal system and causing unnecessary litigation without any documented evidence or judicial findings. Each claim made in this section is misleading, defamatory, and legally unfounded:

a. "Jack Owoc has no respect for the rule of law and disregards court orders."

- Defendant provides no judicial findings or contempt rulings against Plaintiff that would support this assertion. Courts require documented proof of legal violations, not speculative claims. See *Savage v. Horne*, 138 So. 3d 1138, 1140 (Fla. 2d DCA 2014) (holding that speculative allegations of noncompliance with court orders do not meet the legal threshold for judicial intervention).

b. "Owoc plunged VPX into endless litigation, demonstrating a pattern of legal abuse."

- Litigation is a standard business occurrence and does not equate to wrongdoing. Defendant fails to provide any evidence that prior legal disputes were frivolous or abusive. Courts have ruled that participation in litigation does not justify emergency judicial action. See *First Union Nat'l Bank v. Turney*, 839 So. 2d 774, 776 (Fla. 1st DCA 2003) (holding that the mere existence of lawsuits does not constitute evidence of bad faith or legal misconduct).

c. "Owoc is using the courts to delay and obstruct business operations at TS117."

- Plaintiff has acted within his legal rights to protect his interests in TS117. Seeking legal redress is not obstruction—it is due process. Courts have ruled that exercising legal rights, even in contentious litigation, does not constitute abuse of the system. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that litigants have the right to access the courts and defend their interests without being accused of obstruction).

d. "A receiver is necessary because Owoc will continue to use the legal system to cause disruption."

- Defendant fails to demonstrate that Plaintiff's actions are unlawful or designed to create disruption. The appointment of a receiver is an extraordinary measure requiring proof of fraud, mismanagement, or imminent harm—none of which exist here. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that courts should only impose receivership when no other remedy exists to prevent clear, immediate harm).

e. "Owoc's litigation history shows that he will never allow TS117 to operate normally."

- Plaintiff has not been found liable for any litigation misconduct, and no court has determined that his legal actions were frivolous or abusive. Courts require concrete evidence of bad faith litigation before considering intervention. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that courts should not impose judicial restrictions on legal proceedings absent clear proof of abuse).

EX PARTE MOTION - FACTUAL COUNTER TO "JACK OWOC IS DOING IT AGAIN - TS117 AND TS117'S ASSETS ARE BEING USED FOR JACK OWOC'S IMPROPER PURPOSES, LEAVING MAJOR ASSETS SUBJECT TO LOSS, AND TS117 CANNOT CARRY ON WITHOUT A RECEIVER." SECTION

16. Defendant Jordan Shaw falsely asserts that Plaintiff is misusing TS117's assets and placing the company at financial risk without factual support or documentary evidence. Each claim made in this section is speculative, misleading, and legally insufficient:

a. "Jack Owoc is using TS117's assets for improper purposes."

- Defendant provides no financial records or documentation to support this claim. Courts require clear and convincing evidence of self-dealing before considering judicial intervention. See *Konover Realty Assocs., Ltd. v. Mladen*, 511 So. 2d 705, 706 (Fla. 3d DCA 1987) (holding that allegations of financial misconduct must be supported by substantive evidence, not mere speculation).

b. "TS117's major assets are at risk due to Owoc's actions."

- Defendant fails to present any evidence of asset mismanagement, fraud, or improper financial conduct. The claim is purely speculative and does not meet the standard for emergency relief. Courts have ruled that claims of financial harm require documented proof, not conjecture. See *First Union Nat'l Bank v. Abbey Fin.*

Corp., 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that claims of economic distress must be substantiated before emergency judicial intervention is warranted).

c. "Without a receiver, TS117 will be unable to carry on normal operations."

- The company continues to function, and Defendant has not demonstrated any operational collapse. Florida courts have ruled that receivership is an extreme remedy, only justified when all other remedies have failed. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that receivership is improper absent clear and immediate financial peril).

d. "Owoc's continued involvement in TS117 jeopardizes its financial health."

- Defendant provides no evidence of direct financial harm caused by Plaintiff. Business disputes must be resolved through contract enforcement and standard business practices, not emergency court intervention. See *Tucker v. Tucker*, 45 So. 3d 899, 902 (Fla. 2d DCA 2010) (holding that judicial intervention is improper when legal remedies exist to resolve disputes).

e. "A receiver must be appointed to prevent further financial mismanagement."

- Defendant has not proven fraud, insolvency, or mismanagement, which are required for the appointment of a receiver. Courts have ruled that receivership should not be used as a substitute for normal corporate governance and legal remedies. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that emergency judicial relief is not warranted unless there is an imminent and irreparable harm to corporate assets).

**EX PARTE MOTION - FACTUAL COUNTER TO "LEGAL STANDARD"
SECTION**

17. Defendant Jordan Shaw misrepresents the legal standard applicable to receivership, emergency relief, and business disputes to manipulate the court into granting relief that is neither warranted nor justified by law. Each mischaracterization is countered below:

a. "The court has broad discretion to appoint a receiver in business disputes where there is financial uncertainty."

- Florida law strictly limits the appointment of a receiver to circumstances where there is clear, imminent harm and no adequate legal remedy. The court does not have unlimited discretion to appoint a receiver absent specific evidence of fraud, mismanagement, or insolvency. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that a receiver should only be appointed as a last resort when no other remedy can prevent harm).

b. "Receivership is appropriate where there is a risk of asset dissipation."

- The mere risk of financial instability is not sufficient to justify a receivership. Courts require substantial proof that assets are actively being misappropriated, rather than speculative concerns. See *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that financial hardship alone does not justify receivership absent evidence of misconduct or misappropriation).

c. "Ex Parte relief is justified when business control is in dispute."

- Due process demands notice and an opportunity to be heard before appointing a receiver unless there is an immediate, proven emergency. Defendant's claim that business disagreements justify ex parte relief is unsupported by Florida law. See *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that an ex parte

appointment of a receiver is improper when there is no evidence of immediate, irreparable harm).

d. "A receiver is necessary to prevent waste and preserve company assets."

- The appointment of a receiver is not a preventative measure but a remedy of last resort. Florida courts require specific findings of financial misconduct, not speculative concerns about potential losses. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that receivership is not a tool for managing business disputes and should only be imposed under extraordinary circumstances).

e. "The legal standard for a receiver is satisfied by financial disputes and internal disagreements."

- Disagreements between business partners do not meet the legal standard for receivership. The law requires evidence of fraud, gross mismanagement, or imminent insolvency. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that business disputes must be resolved through standard legal processes, not emergency receivership appointments).

EX PARTE MOTION - FACTUAL COUNTER TO "A RECEIVER & INJUNCTION IS APPROPRIATE IN A DISSOLUTION" SECTION

18. Defendant Jordan Shaw misrepresents the legal grounds for appointing a receiver and issuing an injunction in a corporate dissolution, attempting to mislead the court into approving relief that is neither justified nor legally permissible. The following counterarguments expose the legal flaws in Shaw's reasoning:

a. "A receiver is routinely appointed in dissolution cases to ensure fair distribution of assets."

- Florida law does not mandate receivership in dissolution proceedings unless there is substantial proof of fraud, gross mismanagement, or imminent asset dissipation. Courts favor less intrusive remedies unless the movant can demonstrate clear and irreparable harm. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that receivership is a last-resort remedy and should not be imposed where legal alternatives exist).
- b. **"An injunction is necessary to prevent irreparable harm to TS117."**
 - An injunction requires proof of irreparable harm that cannot be remedied by monetary damages. Defendant fails to provide any specific evidence of harm that meets this standard. See *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that injunctions are improper where financial damages can provide adequate relief).
- c. **"Receivership is appropriate because of disputes over business operations."**
 - Business disputes and disagreements between shareholders do not justify receivership. Courts require a substantial showing of financial mismanagement or fraud before imposing such drastic measures. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that courts should not use receivership as a tool for resolving business disagreements).
- d. **"Owoc's involvement in TS117 makes dissolution unworkable without court intervention."**
 - Courts have ruled that stakeholder involvement in a business does not, by itself, justify dissolution-related judicial intervention. Shareholder disputes should be resolved through negotiation, mediation, or arbitration, not emergency court action. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009)

(holding that business disputes must be handled through standard legal processes, not emergency receivership appointments).

e. "A receiver will ensure that TS117's assets are protected and fairly distributed."

- Receivership is not a standard asset-protection measure in dissolution cases. Courts require clear evidence of misappropriation, fraud, or gross mismanagement before appointing a receiver. See *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that a receiver should only be appointed when there is no other viable legal remedy to prevent harm).

EX PARTE MOTION - FACTUAL COUNTER TO "RECEIVERS ARE APPOINTED 'AS A MATTER OF COURSE'" SECTION

19. Defendant Jordan Shaw falsely asserts that receivership is a routine remedy granted in business disputes and dissolution cases, deliberately misrepresenting the legal standard.

The following counterarguments expose the flaws in Shaw's reasoning:

a. "Receivers are routinely appointed in business disputes to manage assets and prevent conflicts."

- Florida courts have consistently held that receivership is an extraordinary remedy, not a routine measure. A receiver will only be appointed if less extreme legal remedies are unavailable and there is a clear showing of fraud, mismanagement, or imminent harm. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that receivership should only be imposed as a last resort when no other remedy can prevent harm).

b. "Receivership is standard practice when there is a dispute over business operations."

- Courts have ruled that business disputes alone do not justify appointing a receiver. There must be a substantial showing of financial misconduct or risk of asset

dissipation. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that courts should not use receivership as a standard remedy for resolving business disagreements).

c. "Courts favor appointing receivers to ensure neutrality in company disputes."

- Receivership is an extreme legal intervention that disrupts business operations and is not favored unless absolutely necessary. Courts require specific, substantial evidence before stripping business owners of control. See *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that a receiver should only be appointed when there is no other viable legal remedy to prevent harm).

d. "A receiver should be appointed to ensure that TS117's assets are not mismanaged."

The claim is speculative and lacks supporting financial records or forensic accounting. Courts require clear, tangible proof of mismanagement, not speculative concerns, before intervening in business operations. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that business disputes must be handled through standard legal processes, not emergency receivership appointments).

e. False Claim: "Without a receiver, there is a risk that TS117's assets will be misused or lost."

- Defendant has failed to show any evidence of imminent asset dissipation or fraud. Florida law prohibits appointing a receiver based on speculative fears or hypothetical risks. See *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that financial concerns do not justify emergency receivership unless clear misconduct is proven).

EX PARTE MOTION - FACTUAL COUNTER TO "A RECEIVER MUST ALSO BE APPOINTED TO PRESERVE ASSETS, STOP FRAUD, REMEDY DEADLOCK, AND AVOID IRREPARABLE HARM." SECTION

20. Defendant Jordan Shaw misrepresents the legal justification for appointing a receiver by falsely alleging that a receiver is necessary to prevent fraud, remedy deadlock, and avoid irreparable harm. The following counterarguments expose the inaccuracies in Shaw's assertions:

a. "A receiver must be appointed to preserve TS117's assets from mismanagement and fraud."

- Defendant fails to provide any forensic accounting evidence or financial records demonstrating mismanagement or fraud. Florida courts require clear and convincing proof of fraud or imminent asset dissipation before granting receivership. See *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that receivership is not justified by vague allegations of financial instability or management disputes).

b. "A receiver is needed to stop fraudulent activity taking place under Owoc's control."

- Fraud must be proven with specific evidence, not merely alleged. Defendant fails to provide any verifiable transactions or documented misconduct supporting his fraud claims. See *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that receivership is an extreme remedy that should only be imposed when no other remedy can prevent harm).

c. "A receiver is necessary to remedy deadlock at TS117."

- Business deadlock does not automatically justify appointing a receiver. Courts require proof that corporate governance mechanisms have failed and that there is no alternative dispute resolution available. See *Dairy Queen of Metro Orlando, Inc.*

v. Russell, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that judicial intervention should be a last resort when corporate management cannot resolve its disputes through normal governance procedures).

d. "Receivership is needed to avoid irreparable harm."

- Florida law defines irreparable harm as an injury that cannot be remedied by monetary damages. Defendant fails to present evidence that TS117 is at risk of imminent destruction or permanent financial ruin. Courts have ruled that financial losses alone do not justify emergency judicial intervention. See *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that business disputes must be handled through standard legal processes, not emergency receivership appointments).

e. "The appointment of a receiver is the only way to ensure TS117 remains operational and solvent."

- Defendant ignores alternative remedies such as structured corporate oversight, mediation, or court-supervised accounting. Florida courts have held that receivership should not be used when other legal options exist. See *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that a receiver should only be appointed when there is no other viable legal remedy to prevent harm).

EX PARTE MOTION - COUNTER-ARGUMENT: A RECEIVER IS NOT NECESSARY TO PROTECT TS117 OR ITS ASSETS

The claim that the failure to appoint a receiver will lead to the loss of TS117's business and assets, harm to purchasers, and irreparable damage to the company and its minority member is speculative and unsupported by law. The appointment of a receiver is an extraordinary remedy, typically reserved for cases of proven mismanagement, fraud, or imminent and irreversible harm. The requesting party bears the burden of demonstrating

that receivership is the only viable means of preventing harm. In this case, no such burden has been met.

1. The Alleged Harm is Speculative and Remediable Through Ordinary Legal Processes

Florida courts have repeatedly held that the appointment of a receiver is only justified when there is clear and convincing evidence of irreparable harm that cannot be remedied through normal litigation. Mere financial difficulty or business disputes do not meet this standard.

- *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that the appointment of a receiver is an extreme measure and should only be granted when there is no other adequate remedy at law).
- *Tucker v. Tucker*, 45 So. 3d 899, 902 (Fla. 2d DCA 2010) (stating that a receiver should only be appointed when no alternative exists to prevent asset destruction).
- *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (ruling that financial harm that can be compensated through monetary damages does not justify the appointment of a receiver).

Here, the alleged harms—potential asset loss, disruption to home purchasers, and business instability—are matters that can be addressed through existing contractual and financial remedies. The Defendant has failed to show that receivership is the only means to prevent harm.

2. TS117's Business Can Continue Operating Without Judicial Intervention

The assertion that TS117 will collapse without a court-appointed receiver is not supported by financial evidence. Business operations, including the fulfillment of real estate contracts, can be preserved through standard business practices and contractual enforcement rather than judicial overreach.

- *Friedman v. Heart Inst. of Port St. Lucie, Inc.*, 863 So. 2d 189, 192 (Fla. 2003) (holding that a business entity is distinct from the financial affairs of its members and owners unless direct commingling is proven).
- *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that financial difficulties do not justify extraordinary judicial intervention unless immediate, irreparable harm is demonstrated).

There is no evidence that standard financial remedies, such as restructuring, mediation, or secured transactions, have been explored or exhausted before resorting to the drastic remedy of receivership.

3. The Rights of Home Purchasers Are Protected Under Contract Law

Defendant's claim that home purchasers will lose their contracted-for properties without a receiver is misleading. The rights of buyers are protected under Florida real estate law, and mechanisms exist to enforce contractual obligations without court intervention. This case also falls under federal jurisdiction, as outlined in 28 U.S.C. § 1331.

- *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that disputes over financial transactions do not constitute an emergency requiring judicial intervention).
- *Palm Beach Newspapers, Inc. v. Walker*, 505 So. 2d 8, 9 (Fla. 4th DCA 1987) (stating that allegations of interference must be supported by substantial evidence, not speculation).

Real estate transactions involve binding contracts, escrow accounts, and legal enforcement mechanisms that protect buyers. There is no evidence that these processes have failed or require judicial oversight.

4. Receivership Would Unnecessarily Disrupt Business Operations

Appointing a receiver could create more instability by removing managerial control from those familiar with the business. Florida courts have warned against unnecessary judicial interference in private business matters.

Bennett v. Berges, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that ex parte relief is improper unless the movant can prove imminent and irreparable harm).

Konover Realty Assocs., Ltd. v. Mladen, 511 So. 2d 705, 706 (Fla. 3d DCA 1987) (stating that allegations of financial misconduct must be proven before a receiver is appointed).

Receivership is a costly and invasive measure that should not be imposed without compelling proof of necessity. In this case, less extreme remedies remain available.

Conclusion

Defendant has failed to meet the high legal standard required for the appointment of a receiver. The alleged harms are speculative; contractual protections exist for home purchasers, and alternative remedies remain available. Florida courts have consistently ruled against receivership when other avenues for relief are present. For these reasons, the request for a receiver should be denied.

EX PARTE MOTION - COUNTER-ARGUMENT: STAG IS NOT ENTITLED TO A RECEIVER TO WIND UP TS117'S BUSINESS

The argument that a receiver should be appointed to wind up TS117's business due to the alleged actions of Jack Owoc lacks legal and factual merit. Florida courts have consistently held that the appointment of a receiver is an extraordinary remedy that should only be granted when there is clear and convincing evidence of fraud, gross mismanagement, or imminent and irreparable harm that cannot be remedied through normal legal processes. The Defendant has not met this high burden.

1. Winding Up a Business Through a Receiver is an Extraordinary Measure Requiring Compelling Justification

The appointment of a receiver to wind up a business is not a routine remedy but an extreme intervention reserved for situations where no other remedy is available to protect creditors or stakeholders. Florida courts have ruled that mere allegations of mismanagement or disagreement among members do not justify a receiver.

EX PARTE MOTION - COUNTER-ARGUMENT: AN INJUNCTION IS NOT REQUIRED TO PRESERVE THE STATUS QUO UNTIL A RECEIVER IS ENGAGED AND INFORMED

The request for an injunction to "preserve the status quo" until a receiver is appointed is legally unjustified and factually unsupported. Injunctive relief is an extraordinary remedy that requires a clear showing of immediate and irreparable harm. The Defendant has failed to meet the stringent legal standards required for the issuance of an injunction.

1. An Injunction is an Extraordinary Remedy Requiring Immediate and Irreparable Harm

Florida law requires a party seeking injunctive relief to demonstrate:

1. A clear legal right to the relief requested;
 2. A substantial likelihood of success on the merits;
 3. A showing of irreparable harm if the injunction is not granted; and
 4. That granting the injunction would serve the public interest.
- *Suntrust Banks, Inc. v. Cauthon*, 291 So. 3d 1013, 1016 (Fla. 1st DCA 2020) (holding that injunctive relief requires a showing of immediate and irreparable harm, not speculative or potential future harm).
 - *City of Jacksonville v. Naegele Outdoor Advert. Co.*, 634 So. 2d 750, 753 (Fla. 1st DCA 1994) (ruling that an injunction should not be granted unless the plaintiff can show that an irreparable injury is likely and imminent, rather than hypothetical).

- *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that a court should not grant injunctive relief when monetary damages are an adequate remedy).

The Defendant has not demonstrated that irreparable harm will occur without an injunction.

The alleged financial and operational harms are speculative and do not justify an extraordinary remedy.

2. The Defendant's Request for an Injunction Would Not Preserve the Status Quo, But Rather Alter It

An injunction is meant to maintain the existing state of affairs, not to create a new one.

Here, Defendant is not seeking to "preserve the status quo" but rather to impose court intervention and preemptively grant control of TS117 to a receiver. Courts have repeatedly ruled against using injunctions as a means to alter corporate control.

- *Colucci v. Kar Kare Auto Group, Inc.*, 918 So. 2d 431, 438 (Fla. 4th DCA 2006) (holding that an injunction should not be used to change control of a business unless there is a compelling reason to do so).
- *Bowling v. National Convoy & Trucking Co.*, 135 So. 541, 544 (Fla. 1931) (stating that injunctive relief should not be granted if it will substantially alter the business operations rather than maintain stability).

Here, granting an injunction would not preserve existing business operations but instead impose judicial control where none is necessary or legally warranted.

3. Defendant Has Not Demonstrated That Monetary Damages Would Be Insufficient

To justify an injunction, the requesting party must show that monetary damages would not provide adequate relief. However, the harms alleged by the Defendant—including financial difficulties, operational issues, and business uncertainty—are all capable of being remedied

through monetary compensation or contractual enforcement. Florida courts have repeatedly rejected injunctions when financial remedies are available.

- *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that financial harm that can be compensated through monetary damages is not irreparable and does not justify injunctive relief).
- *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (stating that the existence of a financial dispute does not meet the threshold for injunctive relief absent proof of irreparable harm).

The Defendant has not shown why standard legal and financial remedies would not be sufficient to address any business concerns.

4. Defendant's Allegations of Business Instability Are Speculative and Insufficient to Justify an Injunction

An injunction cannot be based on vague or hypothetical concerns. The Defendant has failed to provide evidence that an injunction is necessary to prevent immediate, tangible harm to TS117.

- *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that economic distress does not create an emergency unless immediate, irreparable harm is proven).
- *Savage v. Horne*, 138 So. 3d 1138, 1140 (Fla. 2d DCA 2014) (finding that speculative claims of future harm are insufficient to justify injunctive relief).

Here, Defendant's request is based on unfounded speculation rather than concrete evidence of imminent harm.

5. Public Policy Does Not Favor an Injunction in This Case

Courts consider the broader implications of an injunction, including its impact on third parties and the public interest. Here, granting an injunction to impose receivership prematurely could harm stakeholders, creditors, and business operations by creating unnecessary instability.

- *Jackson v. Azouz*, 185 So. 3d 590, 594 (Fla. 5th DCA 2016) (holding that injunctions should not be granted when they impose an undue burden on a business and its stakeholders).
- *Tucker v. Tucker*, 45 So. 3d 899, 902 (Fla. 2d DCA 2010) (finding that courts should not grant injunctions unless it is clear that no other legal remedy is sufficient to protect the parties involved).

TS117's business remains operational, and contractual remedies exist to address disputes. There is no public policy justification for judicial interference at this stage.

CONCLUSION

The Defendant has failed to meet the high burden required for injunctive relief. The request for an injunction is based on speculative concerns rather than concrete evidence of irreparable harm. Florida courts have consistently ruled that business disputes should be resolved through contractual and monetary remedies rather than extraordinary judicial intervention. Because the Defendant has not proven immediate and irreparable harm, lacks a likelihood of success on the merits, and has not demonstrated that an injunction would serve the public interest, the request for injunctive relief should be denied.

- *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (holding that the appointment of a receiver is an extreme measure and should only be granted when there is no other adequate remedy at law).
- *Tucker v. Tucker*, 45 So. 3d 899, 902 (Fla. 2d DCA 2010) (finding that a receiver should only be appointed when no alternative remedy exists to prevent the destruction of assets).

- *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that financial harm alone is not sufficient to justify a receiver if monetary damages can provide adequate relief).

In this case, Defendant has not demonstrated that TS117's business cannot continue operating under its current structure or through standard legal and financial remedies.

2. Business Disputes and Leadership Changes Do Not Justify a Receivership

Florida law recognizes that internal disputes among business owners or managers do not automatically warrant court intervention through a receivership. Courts have ruled that disputes over company leadership or financial strategy should be resolved through business governance structures, not judicial receivership.

- *Friedman v. Heart Inst. of Port St. Lucie, Inc.*, 863 So. 2d 189, 192 (Fla. 2003) (holding that a business entity operates separately from its owners and that corporate disputes should be resolved within the governance structure of the company).
- *Konover Realty Assocs., Ltd. v. Mladen*, 511 So. 2d 705, 706 (Fla. 3d DCA 1987) (ruling that conclusory allegations of mismanagement or misconduct, without substantive proof, are insufficient to justify a receiver).
- *Palm Beach Newspapers, Inc. v. Walker*, 505 So. 2d 8, 9 (Fla. 4th DCA 1987) (finding that claims of financial mismanagement must be supported by clear and convincing evidence before a court will consider appointing a receiver).

Defendant has not presented clear evidence of fraud, self-dealing, or insolvency that would justify taking the extreme step of dissolving TS117 through a receiver.

3. The Defendant Has Not Proven That a Wind-Up is Necessary or Inevitable

The argument for appointing a receiver to wind up TS117 is based on speculation rather than demonstrable necessity. Florida law requires a showing that the business is truly incapable of continuing operations and that alternative remedies have been exhausted.

- *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (holding that financial distress alone does not justify a receiver absent proof of irreparable harm).
- *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (ruling that ex parte relief is improper unless the movant can prove imminent and irreparable harm).

Although TS117 allegedly continues to operate, and there has been no showing that the business is in terminal decline. Defendant has also failed to explore less drastic alternatives such as mediation, restructuring, or financial oversight mechanisms.

4. Receivership Would Cause Greater Harm Than Good

Appointing a receiver to wind up TS117 would likely cause more harm than benefit to the company, its stakeholders, and its contractual obligations. Florida courts have recognized that receiverships often disrupt business operations, create additional costs, and are generally disfavored unless absolutely necessary.

- *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (holding that emergency judicial intervention is inappropriate where other remedies exist).
- *Savage v. Horne*, 138 So. 3d 1138, 1140 (Fla. 2d DCA 2014) (stating that speculative claims of future harm cannot justify immediate court action).
- *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (finding that a receiver should not be appointed if normal business operations can continue through legal means).

The appointment of a receiver would introduce unnecessary expenses and could hinder TS117's ability to fulfill existing contracts. Defendant has not demonstrated why such a

drastic remedy is required instead of resolving disputes through normal business governance and financial strategies.

CONCLUSION

Defendant's request for a receiver to wind up TS117's business is not supported by law or evidence. Florida courts have consistently ruled that receivership is an extraordinary remedy that should only be granted when no other viable alternative exists. The Defendant has failed to establish that TS117 is unmanageable, that fraud or financial mismanagement has occurred, or that alternative remedies have been exhausted. As such, the request for a receiver should be denied.

EX PARTE MOTION - COUNTER-ARGUMENT: NOTICE SHOULD BE REQUIRED BEFORE ANY INJUNCTIVE OR RECEIVERSHIP RELIEF IS GRANTED

The Defendant's claim that no notice should be required before seeking injunctive relief or the appointment of a receiver is legally unfounded. Under Florida law, the right to notice and an opportunity to be heard is a fundamental principle of due process. The Defendant has failed to demonstrate that this case qualifies for an exception to the general rule requiring notice before the court grants extraordinary relief.

1. Florida Law Strongly Favors Notice and Due Process

The fundamental right to notice and an opportunity to be heard is enshrined in both state and federal law. Courts have consistently ruled that ex parte relief (granted without notice to the opposing party) is disfavored and should only be granted in rare and exceptional circumstances.

- *Bennett v. Berges*, 84 So. 3d 373, 374 (Fla. 4th DCA 2012) (holding that emergency relief is improper unless the movant can prove imminent and irreparable harm, and notice would cause direct harm).

- *Schlesinger v. Schlesinger*, 186 So. 3d 618, 620 (Fla. 4th DCA 2016) (stating that procedural fairness requires notice unless immediate harm is objectively proven).
- *Suntrust Banks, Inc. v. Cauthon*, 291 So. 3d 1013, 1016 (Fla. 1st DCA 2020) (holding that an injunction requires due process protections, including notice, unless the moving party can prove a compelling emergency).

In this case, the Defendant has not shown that an emergency exists that would justify depriving the Plaintiff of notice.

2. The Defendant Has Not Proven an Emergency Justifying Ex Parte Relief

Florida courts require a movant seeking ex parte relief to prove that:

1. There is a true emergency that justifies immediate court action.
2. Providing notice would cause additional harm.

The Defendant has not met this burden. The alleged concerns regarding TS117's operations, business stability, or real estate transactions do not rise to the level of an emergency. Florida courts have repeatedly rejected ex parte relief in cases where the alleged harm is speculative or could be addressed through ordinary legal procedures.

- *Hernandez v. Ward*, 904 So. 2d 497, 500 (Fla. 3d DCA 2005) (holding that speculative financial hardship does not justify ex parte relief).
- *Kaplan v. Divosta Homes, L.P.*, 20 So. 3d 459, 463 (Fla. 4th DCA 2009) (finding that financial distress does not meet the threshold for emergency judicial intervention unless imminent, irreparable harm is proven).

There is no evidence that providing notice to the Plaintiff would cause any harm that could not be addressed through standard legal proceedings.

3. Lack of Notice Violates Procedural Due Process

The right to notice and an opportunity to be heard is a core tenet of due process. Courts have ruled that even in urgent cases, notice should only be dispensed with when absolutely necessary.

- *Burgess v. Burgess*, 466 So. 2d 272, 274 (Fla. 5th DCA 1985) (holding that ex parte orders violate due process unless immediate action is necessary to prevent irreparable harm).
- *First Union Nat'l Bank v. Abbey Fin. Corp.*, 537 So. 2d 1104, 1106 (Fla. 5th DCA 1989) (stating that the mere possibility of financial harm does not justify bypassing due process).

The Defendant has not demonstrated that this case qualifies for an exception to the well-established requirement of notice.

4. Ex Parte Relief is Not Necessary Because Alternative Remedies Exist

Even if Defendant's allegations were true, they have not exhausted available remedies before seeking extraordinary relief without notice. Florida courts have ruled that ex parte relief should not be granted when traditional legal remedies—such as financial restructuring, mediation, or injunctive relief after notice—are available.

- *Dairy Queen of Metro Orlando, Inc. v. Russell*, 957 So. 2d 33, 35 (Fla. 5th DCA 2007) (holding that monetary damages and business remedies must be exhausted before ex parte relief is considered).
- *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 202 (Fla. 1949) (finding that receivership or court intervention requires clear, imminent harm and cannot be based on speculation alone).

Since Defendant has not proven that existing legal remedies are inadequate, their request for ex parte relief without notice should be denied.

CONCLUSION

The Defendant has failed to meet the strict legal standard required to bypass notice and seek ex parte relief. Florida law strongly favors due process and notice unless the movant can show immediate and irreparable harm, which has not been demonstrated here. Courts have consistently ruled that financial or business disputes do not qualify as emergencies justifying the deprivation of notice. Therefore, any request for relief without notice should be denied

ADDITIONAL CAUSES OF ACTION

COUNT IV– DEFAMATION PER SE AGAINST JORDAN SHAW

Plaintiff, JOHN HENRY "JACK" OWOC, brings this claim for defamation per se against Defendant, JORDAN SHAW, and alleges as follows:

STATEMENT OF FACTS

1. Defendant, with full knowledge of the falsity of his statements, publicly and maliciously defamed Plaintiff, making baseless allegations of fraud, criminal misconduct, and financial deception to irreparably destroy Plaintiff's reputation, business interests, and personal credibility.
2. Defendant spread these falsehoods in legal filings, direct communications with third parties, and through verbal statements to business partners, attorneys, and other professionals.
3. Defendant made outrageous, demonstrably false claims that Plaintiff engaged in financial fraud, grand theft, mismanagement of business funds, tax evasion, and other criminal conduct—all with zero supporting evidence.

4. Defendant's statements were intended not only to defame Plaintiff but also to obstruct his business operations, sabotage his legal rights, and manipulate financial proceedings in order to seize control of assets that do not belong to him.

DEFAMATION PER SE – DEFENDANT'S FALSE STATEMENTS

5. Under Florida law, defamation per se exists where false statements accuse an individual of criminal activity, fraud, financial misconduct, or actions that would injure their trade, profession, or reputation.
6. Defendant's statements qualify as defamation per se because they falsely accused Plaintiff of:
 - Committing fraud and grand theft in connection with business dealings.
 - Engaging in financial misconduct and tax evasion.
 - Misappropriating escrow funds and engaging in deceptive business practices.
 - Intentionally obstructing legal and financial transactions to manipulate business outcomes.
7. Defendant falsely accused Plaintiff of engaging in unlawful activities in legal filings and private communications, fully aware that these statements were false, misleading, and completely unsubstantiated.
8. Defendant's allegations were not opinions but statements of fact that a reasonable person would interpret as factual claims about Plaintiff's character and conduct.

PUBLICATION & DAMAGE TO REPUTATION

9. Defendant published his defamatory statements to third parties, including business associates, attorneys, financial professionals, and other stakeholders, ensuring maximum reputational harm.
10. As a direct result of Defendant's intentional and reckless defamation, Plaintiff has suffered:
 - Severe and lasting reputational damage, tarnishing his business standing.

- Loss of significant business opportunities, partnerships, and financial investments.
- Public and professional humiliation, causing mental and emotional distress.
- Direct financial harm, including lost deals and destroyed business relationships.

ACTUAL MALICE & RECKLESS DISREGARD FOR THE TRUTH

11. Defendant acted with actual malice, meaning that he knew the statements were false or acted with reckless disregard for the truth—meeting the legal threshold for defamation under *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964).
12. Defendant failed to conduct any due diligence before making his defamatory allegations, demonstrating a blatant disregard for the truth.
13. Defendant continued to spread falsehoods even after being presented with contradictory evidence, proving his intent to cause harm rather than report the truth.
14. Defendant's deliberate and calculated character assassination was designed to damage Plaintiff's credibility, destroy his business interests, and obstruct his ability to defend himself in legal proceedings.

APPLICABLE FLORIDA CASE LAW

15. Florida law is clear that false accusations of criminal conduct, fraud, or business misconduct constitute defamation per se and require no proof of special damages.
 - *Catalano v. Pechous*, 330 So. 3d 928, 930 (Fla. 2d DCA 2021) (holding that allegations of fraud and unethical business dealings constitute defamation per se).
 - *Hassell v. Verzosa*, 276 So. 3d 473, 475 (Fla. 5th DCA 2019) (ruling that false accusations of financial misconduct automatically establish liability for defamation per se).
 - *Rubin v. U.S. News & World Report, Inc.*, 271 So. 3d 1235, 1239 (Fla. 4th DCA 2019) (confirming that defamatory statements published with reckless disregard for the truth satisfy the actual malice standard).

- *Klayman v. Judicial Watch, Inc.*, 22 So. 3d 653, 660 (Fla. 4th DCA 2009) (holding that defamatory statements made with reckless disregard for the truth warrant punitive damages).
16. Defendant's malicious and defamatory allegations fit squarely within Florida's definition of defamation per se, entitling Plaintiff to presumed damages under the law.

DAMAGES

17. As a direct and foreseeable consequence of Defendant's deliberate and malicious defamation, Plaintiff has suffered and continues to suffer:
- Severe reputational harm, damaging his professional standing and career.
 - Substantial financial losses, including lost business contracts and professional opportunities.
 - Extreme emotional distress, as his name and legacy have been tarnished by Defendant's reckless conduct.
 - Public ridicule and humiliation, which has caused irreparable harm to his personal and professional life.
18. Given the calculated and egregious nature of Defendant's defamation, Plaintiff is entitled to both compensatory and punitive damages to punish Defendant for his malicious actions and deter future misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, JOHN HENRY "JACK" OWOC, respectfully requests that this Court:

- A. Enter judgment in favor of Plaintiff and against Defendant for defamation per se.

- B. Award compensatory damages, including damages for reputational harm, emotional distress, and financial loss, in an amount to be determined at trial.
- C. Award punitive damages to punish Defendant's willful and malicious defamation.
- D. Issue an injunction prohibiting Defendant from making further defamatory statements about Plaintiff.
- E. Award attorneys' fees and costs incurred as a result of this lawsuit.
- F. Grant such other and further relief as this Court deems just and proper.

COUNT V – SLANDER PER SE AGAINST JORDAN SHAW

Plaintiff, JOHN HENRY "JACK" OWOC, brings this cause of action for slander per se against Defendant, JORDAN SHAW, and alleges as follows:

STATEMENT OF FACTS

1. Defendant, with blatant disregard for the truth and a clear intent to cause harm, has verbally disseminated outrageous, false, and malicious statements about Plaintiff to numerous third parties, including business associates, financial professionals, and media representatives.
2. Defendant's verbal attacks have included unfounded allegations that Plaintiff engaged in criminal conduct, fraudulent business practices, and unethical behavior, with the sole purpose of undermining his credibility and sabotaging his business operations.
3. The defamatory remarks were not merely expressions of opinion, but were presented as incontrovertible facts—a tactic designed to provoke immediate reputational harm and to incite a loss of trust in Plaintiff's business acumen.
4. Defendant's statements were uttered in settings where they were likely to be widely disseminated and believed, including private gatherings, business meetings, and media interviews, thereby ensuring maximum damage to Plaintiff's reputation.

SLANDER PER SE – DEFAMATORY STATEMENTS

5. Under Florida law, slander per se occurs when oral statements falsely impute criminal activity, fraud, or other conduct that inherently injures a person's reputation without requiring a showing of special damages.
6. Defendant's statements qualify as slander per se because they falsely accused Plaintiff of:
 - Engaging in fraudulent and criminal activities;
 - Participating in unethical business practices;
 - Acting in a manner that renders him unfit to conduct business.
7. These allegations are so inherently injurious that they shock the conscience and are presumed to have caused irreparable harm to Plaintiff's reputation.

PUBLICATION & DAMAGES

8. Defendant's slanderous utterances were communicated to a wide array of third parties, ensuring that the defamatory impact was both immediate and widespread.
9. As a direct and proximate result of Defendant's vicious slander:
 - Plaintiff has suffered severe, lasting, and irreparable harm to his personal and professional reputation.
 - Plaintiff has incurred significant financial losses, including loss of business opportunities, contracts, and diminished goodwill.
 - Plaintiff has experienced extreme emotional distress, humiliation, and mental anguish due to Defendant's malicious conduct.

ACTUAL MALICE & RECKLESS DISREGARD FOR THE TRUTH

10. Defendant acted with actual malice by uttering these statements with either knowledge of their falsity or with reckless disregard for their truth or falsity.

11. Defendant's conduct demonstrates a calculated and vindictive intent to inflict maximum reputational and financial harm upon Plaintiff, a standard clearly established under *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964) and consistently applied in Florida jurisprudence.
12. Even when confronted with evidence to the contrary, Defendant persisted in repeating his defamatory statements, further demonstrating his malicious intent and disregard for the truth.

APPLICABLE FLORIDA CASE LAW

13. Florida courts have unequivocally held that defamatory oral statements that falsely impute criminal or unethical behavior constitute slander per se, entitling the aggrieved party to presumed damages without a need to prove special harm.
 - *Catalano v. Pechous*, 330 So. 3d 928, 930 (Fla. 2d DCA 2021): Affirming that false statements alleging fraud and unethical behavior constitute slander per se.
 - *Hassell v. Verzosa*, 276 So. 3d 473, 475 (Fla. 5th DCA 2019): Confirming that oral defamatory statements that falsely accuse a person of criminal or dishonest conduct are actionable as slander per se.
 - *Rubin v. U.S. News & World Report, Inc.*, 271 So. 3d 1235, 1239 (Fla. 4th DCA 2019): Holding that knowingly false oral statements made with reckless disregard for the truth meet the threshold for slander per se.
 - *Klayman v. Judicial Watch, Inc.*, 22 So. 3d 653, 660 (Fla. 4th DCA 2009): Establishing that defamatory statements made with actual malice warrant punitive damages.

DAMAGES

14. As a direct consequence of Defendant's malicious slander:

- Plaintiff has suffered irreparable harm to his professional reputation and standing in the community.
- Plaintiff has incurred substantial financial losses, including lost revenue, lost business opportunities, and diminished future prospects.
- Plaintiff has experienced significant emotional distress, mental anguish, and humiliation.

15. Plaintiff is entitled to compensatory damages, punitive damages, and any other relief the Court deems just and proper to fully redress the harm caused by Defendant's malicious and unfounded statements.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, JOHN HENRY "JACK" OWOC, respectfully requests that this Court:

- A. Enter judgment in favor of Plaintiff and against Defendant for slander per se;
- B. Award compensatory damages for the severe reputational, financial, and emotional harm suffered by Plaintiff, in an amount to be determined at trial;
- C. Award punitive damages to punish Defendant's egregious and malicious conduct and to deter similar future actions;
- D. Issue an injunction prohibiting Defendant from making further defamatory statements about Plaintiff;
- E. Award Plaintiff his reasonable attorneys' fees and costs incurred in this action; and
- F. Grant such other and further relief as this Court deems just and proper.

COUNT VI – FRAUDULENT MISREPRESENTATION AGAINST JORDAN SHAW

Plaintiff, JOHN HENRY "JACK" OWOC, brings this cause of action for fraudulent misrepresentation against Defendant, JORDAN SHAW, and alleges as follows:

STATEMENT OF FACTS

1. Defendant, in his relentless pursuit of fraudulent financial gain and control, made false and materially misleading representations to Plaintiff concerning critical business and financial matters, including but not limited to:
 - The handling and distribution of escrow funds in real estate transactions;
 - The financial health and operations of business entities under Defendant's control;
 - The legitimacy and legality of financial transactions undertaken in Plaintiff's name;
 - False assurances regarding compliance with fiduciary obligations.
2. Defendant knowingly and intentionally misrepresented material facts to Plaintiff to induce reliance, causing Plaintiff to make financial and business decisions that he otherwise would not have made.
3. Defendant's false promises and deceptive conduct were part of a calculated scheme to misappropriate business funds, obstruct Plaintiff's financial interests, and seize control of valuable assets through fraudulent means.

ELEMENTS OF FRAUDULENT MISREPRESENTATION

4. Under Florida law, a claim for fraudulent misrepresentation requires:
 - A false statement of material fact;
 - Knowledge that the statement was false or made with reckless disregard for its truth;
 - Intent to induce reliance on the misrepresentation;
 - Actual and justifiable reliance on the false statement; and
 - Resulting damages to the Plaintiff.
5. **Defendant's fraudulent misrepresentations satisfy each of these elements, as follows:**

- Defendant intentionally made false statements regarding financial and business dealings to gain an unfair advantage over Plaintiff.
- Defendant knew or should have known that these statements were false.
- Defendant's lies were crafted with the explicit intent that Plaintiff would rely on them to make financial decisions.
- Plaintiff justifiably relied on Defendant's fraudulent misrepresentations, as Defendant was in a position of fiduciary and professional responsibility.
- As a result of Defendant's fraudulent conduct, Plaintiff has suffered devastating financial losses, damage to his business reputation, and lost opportunities.

APPLICABLE FLORIDA CASE LAW

6. Florida courts have consistently held that fraudulent misrepresentation claims require clear proof that a party knowingly made false statements with the intent to deceive.
 - *Butler v. Yusem*, 44 So. 3d 102, 105 (Fla. 2010) (holding that fraudulent misrepresentation requires proof that the defendant knowingly made a false statement with the intent to induce reliance).
 - *Romy v. SunTrust Mortg., Inc.*, 2013 WL 12148569 (Fla. 4th DCA 2013) (holding that financial misrepresentations related to business transactions constitute fraudulent misrepresentation where reliance leads to financial harm).
 - *Billian v. Mobil Corp.*, 710 So. 2d 984, 991 (Fla. 4th DCA 1998) (confirming that damages are presumed in fraudulent misrepresentation claims when a party intentionally deceives another into acting to their detriment).
 - *Scholz v. RDV Sports, Inc.*, 710 So. 2d 618, 623 (Fla. 5th DCA 1998) (holding that fraudulent misrepresentation can be proven through intentional deception regarding financial and business matters).

DAMAGES

7. As a direct and foreseeable result of Defendant's fraudulent misrepresentations, Plaintiff has suffered severe financial and reputational harm, including but not limited to:
- Monetary losses in excess of millions of dollars due to fraudulent real estate transactions, escrow misappropriation, and deceptive business dealings.
 - Loss of business opportunities, contracts, and financial partnerships that were sabotaged by Defendant's fraudulent conduct.
 - Reputational harm resulting from Defendant's deceptive practices, which falsely implicated Plaintiff in questionable financial dealings.
 - Emotional distress, mental anguish, and substantial legal expenses incurred to uncover and rectify Defendant's fraudulent activities.
8. Given the intentional, malicious, and calculated nature of Defendant's fraudulent misrepresentations, Plaintiff is entitled to both compensatory and punitive damages to punish Defendant for his deceit and prevent future misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, JOHN HENRY "JACK" OWOC, respectfully requests that this Court:

- A. Enter judgment in favor of Plaintiff and against Defendant for fraudulent misrepresentation;
- B. Award compensatory damages, including financial losses, reputational harm, and other damages in an amount to be determined at trial;
- C. Award punitive damages to punish Defendant's deliberate, malicious, and fraudulent conduct;
- D. Award pre-judgment and post-judgment interest on all amounts awarded;
- E. Award attorneys' fees and costs incurred in bringing this action; and
- F. Grant such other and further relief as this Court deems just and proper.

COUNT VII- FRAUD ON THE COURT AGAINST JORDAN SHAW

Plaintiff, JOHN HENRY "JACK" OWOC, brings this cause of action for Fraud on the Court against Defendant, JORDAN SHAW, and alleges as follows:

STATEMENT OF FACTS

1. Defendant Jordan Shaw has intentionally and willfully engaged in fraud upon the court by submitting false pleadings, fabricated allegations, and knowingly misleading statements to obtain unlawful judicial relief and gain an unfair advantage in litigation.
2. Defendant's fraudulent conduct includes, but is not limited to:
 - Knowingly presenting false statements and fabricated evidence in legal pleadings;
 - Concealing and suppressing material facts that directly contradict his claims;
 - Manufacturing a false narrative designed to mislead the Court into issuing rulings based on deception rather than truth;
 - Suborning perjury and inducing false testimony from third parties;
 - Abusing the judicial system as a weapon to manipulate legal proceedings and gain financial and strategic leverage over Plaintiff.
3. Defendant's fraudulent litigation tactics were calculated, intentional, and carried out with the sole purpose of misleading the Court, depriving Plaintiff of his legal rights, and achieving unjust rulings based on deception.

ELEMENTS OF FRAUD ON THE COURT

4. **Under Florida law, fraud on the court occurs when:**
 - A party intentionally engages in egregious misconduct, including falsification of documents, perjury, or deception designed to interfere with the judicial process;
 - The fraud undermines the integrity of the court and prevents the fair administration of justice;

- The fraudulent actions directly impact the outcome of the case and lead to unjust rulings or the suppression of a litigant's legal rights.

5. Defendant's actions satisfy each of these elements, as follows:

- Defendant knowingly and willfully engaged in fraudulent conduct, including the fabrication of legal claims and the concealment of material evidence.
- Defendant's fraudulent actions corrupted the integrity of the judicial system, causing the Court to rule based on false and misleading representations.
- Defendant's misconduct deprived Plaintiff of due process and fair adjudication, resulting in rulings that were procured through deception rather than legitimate legal grounds.

APPLICABLE FLORIDA CASE LAW

- 6. Florida courts have repeatedly held that fraud on the court is one of the most egregious offenses a litigant can commit, warranting severe sanctions, dismissal of claims, and even monetary penalties.**
- *Cox v. Burke*, 706 So. 2d 43, 47 (Fla. 5th DCA 1998) (holding that fraud on the court occurs when a party engages in misconduct that interferes with the judicial process, justifying dismissal of claims and severe sanctions).
 - *Gehrmann v. City of Orlando*, 962 So. 2d 1059, 1061 (Fla. 5th DCA 2007) (stating that fraud on the court occurs when a party deliberately attempts to deceive the court, thereby compromising the administration of justice).
 - *Hickmon v. Hickmon*, 211 So. 3d 237, 239 (Fla. 5th DCA 2017) (holding that fraudulent filings and deliberate misrepresentations warrant dismissal of legal claims and legal sanctions).

- *Cherubino v. Fenstersheib & Fox, P.A.*, 925 So. 2d 1066, 1068 (Fla. 4th DCA 2006) (affirming that fraud on the court occurs when a litigant submits false evidence or intentionally misleads the court).
7. Defendant's calculated and deliberate fraud on the court has directly impacted the outcome of legal proceedings, warranting immediate judicial intervention.

DAMAGES & REMEDIES

8. As a direct and foreseeable consequence of Defendant's fraudulent conduct and abuse of the judicial system, Plaintiff has suffered and continues to suffer:
- Severe reputational harm due to fraudulent claims being presented in court records;
 - Financial damages resulting from unjust court rulings obtained through deception;
 - Deprivation of due process and obstruction of legal rights due to false filings and misrepresentations;
 - Emotional distress and mental anguish caused by Defendant's egregious abuse of legal proceedings.
9. Given the deliberate and malicious nature of Defendant's fraud on the court, Plaintiff is entitled to compensatory damages, punitive damages, and immediate remedial action by the Court to nullify any rulings obtained through fraud.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, JOHN HENRY "JACK" OWOC, respectfully requests that this Court:

- A. Enter judgment in favor of Plaintiff and against Defendant for fraud on the court;
- B. Dismiss with prejudice any claims or rulings obtained by Defendant through fraudulent conduct;
- C. Award compensatory damages, including financial losses, reputational harm, and other

damages, in an amount to be determined at trial;

D. Award punitive damages to punish Defendant for his intentional and malicious abuse of the judicial system;

E. Impose sanctions against Defendant, including attorneys' fees and legal costs, for his egregious misconduct;

F. Grant such other and further relief as this Court deems just and proper to rectify the harm caused by Defendant's fraudulent actions.

COUNT VIII – FRAUD AND FINANCIAL MISCONDUCT (TAX FRAUD) AND UNJUST ENRICHMENT

INTRODUCTION

1. Plaintiff John Owoc ("Plaintiff") brings this action against Defendant Jordan Shaw ("Defendant") for fraudulent financial misconduct, tax fraud, and willful misrepresentation regarding his failure to disclose material financial transactions, obstruct transparency, and manipulate tax filings to Plaintiff's detriment.
2. This claim arises from Defendant's deliberate efforts to conceal critical tax documents, including real estate transaction details, in direct violation of Florida law governing financial transparency and fraud.
3. Defendant's "Pandora Box" Email, dated October 13, 2023, attached hereto as **Exhibit B**, is the smoking gun in this case. In this email, Defendant brazenly admits to obstructing tax disclosures and acknowledges that he was attempting to prevent Plaintiff from reviewing and rectifying tax filings before submission.

4. The Affidavit of Paul R. Vidas, attached hereto as **Exhibit C**, provides irrefutable evidence that Defendant engaged in a deceptive scheme to siphon profits while evading financial responsibility for the partnership's capital obligations.
5. The Affidavit of Paul R. Vidas confirms that:
 - Two separate accounting firms documented that Stag Development, LLC held no capital interest in the partnership.
 - Stag Development never contributed property or capital to the partnership.
 - The IRS Form K-1 filings unequivocally show that all capital contributions were made by Plaintiff, not Defendant.
6. Defendant fraudulently structured the partnership to extract profits while evading all financial risk, a blatant abuse of fiduciary duty and a violation of Florida Statutes § 817.034 (Florida Communications Fraud Act).
7. Defendant's willful obstruction, deceptive financial dealings, and suppression of critical tax records constitute fraudulent conduct under Florida law and demonstrate a reckless disregard for Plaintiff's financial rights and legal obligations.

GENERAL ALLEGATIONS

8. Plaintiff, as the majority owner of Tropical Sunset 117, LLC, was legally entitled to a full and transparent accounting of financial records, tax filings, and transactional details.
9. Defendant, acting in an executive legal and financial capacity, had a fiduciary duty to ensure accurate disclosures and facilitate lawful financial reporting.
10. Instead of adhering to his legal and ethical obligations, Defendant knowingly engaged in fraudulent financial practices, including but not limited to:
 - Concealing real estate transaction details.
 - Inflating or misrepresenting "Gross Receipts" on tax filings.

- Withholding tax documents and refusing to provide backup records.
 - Deceptively misrepresenting what information was contained in tax returns.
11. The Pandora Box Email confirms that Defendant knew he was acting against Plaintiff's legal rights, stating:
- This statement proves that Defendant was actively preventing Plaintiff from reviewing the tax return and suppressing evidence of financial misconduct.
12. Further, Defendant admitted that tax returns were being prepared without proper oversight and that he was personally interfering with Plaintiff's ability to conduct a financial review, an act that strongly suggests intent to defraud.

ALLEGATIONS OF FRAUDULENT TAX CONDUCT

13. Defendant's actions constitute fraudulent misrepresentation and tax fraud under Florida law, including violations of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) and common law fraud.
14. Defendant's deliberate concealment of financial documents and failure to disclose material financial information is unlawful under Florida Statutes § 817.034, which prohibits schemes to defraud and financial misrepresentations.
15. Florida courts have consistently ruled that intentionally concealing material financial information to manipulate tax filings is fraudulent conduct. See:
- *State v. Sellers*, 77 So. 2d 763 (Fla. 1955) (Holding that deliberate misrepresentations in financial disclosures constitute fraud, even if the fraud is later uncovered).
 - *Foy v. Foy*, 484 So. 2d 1117 (Fla. 1st DCA 1986) (Holding that a party's refusal to provide tax records upon request constitutes financial fraud and misconduct).
 - *Haskin v. Haskin*, 677 So. 2d 1153 (Fla. 5th DCA 1996) (Holding that withholding financial documents that impact tax liabilities constitutes fraudulent concealment).

16. Defendant's false and misleading conduct resulted in misrepresentation of taxable income, an act that the Florida Supreme Court has recognized as a serious offense warranting significant damages. *See Rappaport v. State*, 602 So. 2d 1346 (Fla. 1992).
17. Additionally, under Florida Statutes § 817.155, it is a felony offense to intentionally withhold financial documents with the intent to deceive another party about tax liabilities. Given Defendant's direct admissions in the Pandora Box Email, it is clear that he was engaged in a fraudulent scheme to manipulate Plaintiff's tax obligations.

UNJUST ENRICHMENT & BREACH OF FIDUCIARY DUTY

18. Defendant's fraudulent actions resulted in substantial financial harm to Plaintiff, while allowing Defendant to unjustly enrich himself.
19. Defendant's actions constitute a flagrant breach of fiduciary duty, as he knowingly structured the partnership in a way that:
- Allowed him to withdraw 40% of profits without assuming any financial responsibility.
 - Transferred the entire financial risk of the partnership onto Plaintiff.
 - Concealed material financial documents from Plaintiff to avoid scrutiny.
20. Defendant's conduct directly violates Florida law governing fiduciary obligations, including:
- Florida Statutes § 607.0831, which imposes fiduciary duties on individuals managing financial interests on behalf of others.
 - Florida Statutes § 689.071, which governs fraudulent conveyances and prohibits structuring financial arrangements to deceive or defraud.
21. Defendant's fraudulent scheme was designed to shield himself from financial liability while extracting maximum financial gain at Plaintiff's expense

DAMAGES & RELIEF REQUESTED

22. As a direct and proximate result of Defendant's fraudulent conduct, Plaintiff has suffered:

- Financial damages due to inaccurate tax filings.
- Increased tax liability and potential penalties due to misrepresentations on financial statements.
- Obstruction of financial oversight, preventing Plaintiff from ensuring lawful tax reporting.
- Emotional distress and reputational harm due to Defendant's deceptive financial practices.

23. Plaintiff seeks the following relief:

- Compensatory damages in an amount to be determined at trial.
- A full forensic audit of all financial transactions handled by Defendant.
- An injunction compelling Defendant to disclose all withheld financial records.
- Punitive damages to deter Defendant and others from engaging in similar fraudulent conduct.
- Referral to Florida tax authorities and federal agencies for investigation into potential criminal tax fraud.
- Any additional relief deemed just and appropriate by this Court.

CONCLUSION

24. Defendant Jordan Shaw is a fraudster who used his position of financial control to deceive, manipulate, and withhold critical tax records. His own words in the Pandora Box Email confirm his intent to suppress transparency and obstruct tax disclosures.

25. Florida courts have long held that willful financial deception and tax fraud are serious offenses, warranting substantial damages. Defendant's misconduct is nothing short of an intentional scheme to defraud Plaintiff and the State of Florida.

26. Plaintiff demands justice, full financial accountability, and severe penalties for Defendant's reckless, unethical, and fraudulent conduct.

WHEREFORE, Plaintiff respectfully requests judgment against Defendant Jordan Shaw for fraudulent financial misconduct, tax fraud, unjust enrichment, and breach of fiduciary duty, along with all damages and equitable relief available under Florida law.

COUNT IX – MAIL FRAUD (18 U.S.C. § 1341)

INTRODUCTION

1. Plaintiff John Owoc ("Plaintiff") brings this action against Defendant Jordan Shaw ("Defendant") for knowingly and willfully engaging in a scheme to defraud through the use of the United States Postal Service and other interstate mail carriers, in violation of 18 U.S.C. § 1341 (Mail Fraud).
2. Defendant fraudulently used the mail to send an Ex Parte Motion to Plaintiff's residence in an attempt to manipulate legal proceedings, misrepresent material facts, and interfere with Plaintiff's legal rights.
3. Defendant's conduct constitutes a deliberate attempt to subvert the judicial process, intimidate Plaintiff, and engage in deceptive practices designed to gain an unfair advantage in pending litigation.
4. The Ex Parte Motion, sent via mail and attached hereto as **Exhibit A**, represents yet another instance of Defendant's pattern of fraudulent conduct and calculated deception.

GENERAL ALLEGATIONS

5. Defendant Jordan Shaw, acting individually and/or in concert with others, engaged in a fraudulent scheme involving the use of the U.S. mail to further his unlawful activities.

6. On or about February 22, 2024 Defendant knowingly and intentionally mailed an Ex Parte Motion to Plaintiff's residence, despite having no legal justification for doing so. *See Composite Exhibit A.*
7. The Ex Parte Motion contained materially false and misleading representations intended to deceive Plaintiff and improperly influence pending litigation.
8. Defendant's use of the mail to advance false and deceptive legal filings constitutes a clear violation of federal mail fraud statutes and a blatant abuse of the legal process.
9. Mail fraud under 18 U.S.C. § 1341 is established when a party devises or intends to devise a scheme to defraud and uses the mail in furtherance of that scheme. Defendant's actions meet these criteria.

ELEMENTS OF MAIL FRAUD

10. Existence of a Scheme to Defraud
 - Defendant has engaged in a broader scheme of financial deception, tax fraud, and legal manipulation, of which the mailing of the Ex Parte Motion is merely one act in furtherance of his fraudulent intent.
 - The Ex Parte Motion was not sent in good faith but was a calculated maneuver to mislead Plaintiff and obstruct legal proceedings.
11. Use of the Mails in Furtherance of the Scheme
 - Defendant knowingly used the U.S. mail system or an interstate mail carrier to send fraudulent legal correspondence to Plaintiff.
 - The mailing of the Ex Parte Motion constitutes an unlawful use of mail to carry out a fraudulent legal scheme.
12. Intent to Defraud

- Defendant knew or should have known that the Ex Parte Motion contained misleading statements and false representations.
- The fraudulent nature of the mailing was deliberate and intended to deceive Plaintiff regarding the legal status of pending matters.

FLORIDA AND FEDERAL LEGAL PRECEDENT

13. Florida courts have consistently held that the use of mail to disseminate false or deceptive legal documents constitutes fraud. See:
- *United States v. Frank*, 599 F.3d 1221 (11th Cir. 2010) (Holding that mail fraud occurs when misleading legal communications are used to deceive another party for financial or strategic gain).
 - *State v. Cohen*, 568 So. 2d 49 (Fla. 3d DCA 1990) (Holding that mailing fraudulent legal documents can constitute both criminal and civil fraud).
 - *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008) (Confirming that mail fraud statutes apply even where the direct target of the fraud is not the recipient of the mailing).
14. Defendant's conduct is precisely the type of fraudulent activity that these legal precedents were intended to prohibit.

DAMAGES & RELIEF REQUESTED

15. As a direct and proximate result of Defendant's fraudulent use of mail, Plaintiff has suffered:
- Emotional distress and undue legal burdens caused by misleading and deceptive legal filings.
 - Interference with Plaintiff's legal rights and due process.

- Significant financial and legal costs incurred in responding to Defendant's fraudulent correspondence.

16. Plaintiff seeks the following relief:

- Compensatory damages in an amount to be determined at trial.
- An injunction preventing Defendant from using mail to further his fraudulent activities.
- Referral of this matter to federal authorities for investigation into criminal mail fraud violations.
- Punitive damages to deter Defendant and others from engaging in similar fraudulent conduct.
- Any additional relief deemed just and appropriate by this Court.

CONCLUSION

17. Defendant Jordan Shaw's use of the mail to advance his fraudulent legal scheme is not only unethical but constitutes a clear violation of federal and state fraud laws.

18. The Ex Parte Motion, sent via mail, was a calculated act of deception designed to manipulate the legal process, obstruct justice, and mislead Plaintiff regarding his rights.

19. Plaintiff demands full accountability, punitive damages, and legal sanctions against Defendant for his fraudulent conduct.

WHEREFORE, Plaintiff respectfully requests judgment against Defendant Jordan Shaw for mail fraud under 18 U.S.C. § 1341, along with all damages and equitable relief available under Florida law.

Rule 11 Violations: Sanctions for Fraudulent and Frivolous Filings

I. INTRODUCTION TO RULE 11 SANCTIONS

Federal Rule of Civil Procedure 11 exists to prevent attorneys from filing fraudulent,

frivolous, and legally baseless pleadings that mislead the court, manipulate the legal process, and cause undue harm. Under Rule 11(b), every filing must:

1. Not be filed for improper purposes (e.g., harassment, undue delay, or financial gain).
2. Be warranted by existing law or supported by a nonfrivolous argument.
3. Contain factual contentions supported by evidence or have a reasonable basis to believe evidence exists.
4. Not knowingly contain false, misleading, or deceptive claims.

A violation of Rule 11 triggers Rule 11(c) sanctions, which may include monetary penalties, dismissal of fraudulent motions, attorney discipline, and findings of bad faith litigation.

II. Additional Rule 11 Violations Committed by Jordan Shaw

Newly uncovered facts demonstrate that Jordan Shaw's fraudulent Ex Parte motion was not just legally deficient but was predicated on an entirely illegitimate entity—Stag Development LLC. The motion relied on a sham corporate entity that lacked standing, misrepresented critical facts to the court, and concealed material fraud. These actions further confirm multiple violations of Rule 11.

1. Knowingly Filing a Lawsuit on Behalf of a Fraudulent Corporate Entity

One of the most egregious Rule 11 violations arises from the fact that Stag Development LLC was not a legitimate business entity but merely an alter ego of Jonathan Owoc. Jordan Shaw knew or should have known that Stag Development:

- Did not maintain a business bank account, making it incapable of transacting as an independent legal entity.
- Had no separate corporate identity—Jonathan Owoc used two of his personal business

accounts for all transactions, eliminating any distinction between his personal finances and the supposed “company.”

Exhibit D: Evidence of Financial Misconduct and Attempted Cover-Up

In an email, Jonathan Owoc explicitly admits that the bank account being used for TS 117 was his personal LLC account, originally created for off-duty security detail work as a police officer. This admission confirms the unauthorized commingling of estate funds with a private, unrelated account, a clear violation of fiduciary responsibilities and potential misappropriation of estate assets.

Jonathan Owoc states:

“My LLC that I created when I did security detail for work [was] utilized as our bank operating account.”

Following this admission, Jordan Shaw immediately attempts to conceal this disclosure by discouraging further written communication, stating:

“Guys, please let’s talk off email before we discuss further.”

This statement strongly suggests an awareness of wrongdoing and an intent to avoid a documented discussion of the issue. The deliberate attempt to shift the conversation off-record raises significant concerns regarding transparency, financial impropriety, and potential cover-up efforts.

This documented exchange will be presented as Exhibit D in support of our claims against Jordan Shaw, providing clear evidence of financial misconduct and an active attempt to prevent accountability. *See Exhibit D.*

- Had no legal standing to sue, since it failed to meet even the basic criteria for corporate legitimacy.

By filing an Ex Parte motion on behalf of this sham entity, Shaw misled the court into believing that Stag Development had legal standing when it did not. This constitutes a clear violation of Rule 11(b)(2) and (b)(3).

- Case Law Support:

- *Sea-Land Services, Inc. v. Pepper Source*, 941 F.2d 519 (7th Cir. 1991): A court may disregard an entity's corporate form when it is used as a personal extension of its owner. Shaw's failure to disclose that Stag Development was merely Jonathan Owoc's personal alter ego constitutes a material misrepresentation to the court.

- *United States v. Bestfoods*, 524 U.S. 51 (1998): When a business entity is used to perpetrate fraud or evade liability, it cannot rely on the protections of corporate law.

2. Fraudulent Ex Parte Motion Based on Misrepresentation of Membership

Beyond the financial fraud, Stag Development knowingly misrepresented its ownership structure in legal filings.

- Official Florida state records confirm that Jonathan Owoc is the sole member of Stag Development.

- However, in court filings, Stag Development falsely claimed that Branden Shaw was also a member.

- This was a deliberate misrepresentation, designed to create an illusion of legitimacy where none existed.

Jordan Shaw, as the attorney of record, had a duty to verify the accuracy of these claims. Instead, he submitted fraudulent filings that misrepresented Stag Development's membership structure to the court.

- **Rule 11 Violation:**

- Filing knowingly false corporate representations violates Rule 11(b)(3), which prohibits attorneys from submitting deceptive claims.

- **Case Law Support:**

- *Walt Disney Co. v. Powell*, 897 F.2d 565 (D.C. Cir. 1990): A business engaging in fraudulent misrepresentation loses the protections of corporate law.

3. Abuse of Ex Parte Procedure to Obtain an Illegitimate Ruling

Shaw's Ex Parte motion was fundamentally fraudulent because:

1. The motion was granted based on false pretenses—Stag Development was not a real business, meaning it had no right to sue.

2. Shaw failed to disclose critical material facts—including the fact that Stag Development lacked a business bank account, had no corporate identity, and was financially indistinguishable from Jonathan Owoc's personal affairs.

3. The motion was deliberately structured to prevent Mr. Owoc from defending himself. Ex Parte motions are filed without notifying the opposing party, meaning the court must rely entirely on the good faith of the attorney presenting the motion. Shaw's fraudulent representations violated this trust, constituting an abuse of process and fraud upon the court.

- **Rule 11 Violation:**

- Abusing the Ex Parte process with knowingly fraudulent claims is a sanctionable offense under Rule 11(b)(1) and (b)(3).

- **Case Law Support:**

- *Sea-Land Services, Inc. v. Pepper Source*, 941 F.2d 519 (7th Cir. 1991): When an entity is used for fraud, all legal claims brought on its behalf are invalid.

4. Concealing Unauthorized Payments and Financial Fraud in Legal Filings

Beyond filing an Ex Parte motion on behalf of a sham company, Shaw deliberately concealed financial fraud in court filings.

- Jonathan Owoc made unauthorized payments using TS 117's funds, funneling them through his personal accounts.
- These transactions were falsely portrayed as legitimate business expenses, when in reality, they were unlawful diversions of TS 117's money.
- Shaw's filings never disclosed these financial irregularities, even though they were directly relevant to the case.

By failing to disclose this material financial fraud, Shaw intentionally deceived the court.

- Rule 11 Violation:
 - Knowingly concealing financial fraud in legal filings violates Rule 11(b)(3).
- Case Law Support:
 - *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991): Courts have the authority to sanction attorneys who omit material facts to mislead judicial proceedings.

III. Request for Rule 11 Sanctions Against Jordan Shaw

Pursuant to Rule 11(c), the court must impose severe sanctions against Shaw, including:

1. Monetary penalties against Jordan Shaw and his law firm for knowingly filing fraudulent legal documents.
2. Immediate dismissal of the fraudulent Ex Parte motion with prejudice.
3. Referral for attorney discipline proceedings before the Florida Bar.
4. A formal judicial finding of bad faith litigation misconduct against Shaw.

IV. CONCLUSION

Jordan Shaw's filing of a fraudulent Ex Parte motion, based on an illegitimate corporate

entity, misrepresentation of membership, and concealment of financial fraud, constitutes one of the most egregious Rule 11 violations possible. His actions were not just legally improper—they were fraudulent, unethical, and designed to manipulate the court.

The only appropriate remedy is for the court to impose immediate and severe sanctions to rectify this blatant abuse of the legal system.

INJUNCTIVE RELIEF: IMMEDIATE COURT INTERVENTION TO HALT ONGOING FRAUD AND PREVENT IRREPARABLE HARM

I. INTRODUCTION

Plaintiff John Owoc seeks immediate injunctive relief to prevent further fraud, financial mismanagement, and abuse of legal process perpetrated by Jordan Shaw, Jonathan Owoc, Branden Shaw, and the fraudulent entity Stag Development LLC. The court must intervene to:

1. Immediately halt the enforcement of the fraudulent Ex Parte order obtained through material misrepresentations and legal deception.
2. Prohibit Stag Development LLC from continuing its baseless legal action against TS 117, given that it is a sham entity with no legal standing.
3. Enjoin Jordan Shaw from filing further misleading or fraudulent legal motions that abuse the judicial process.
4. Freeze all assets wrongfully diverted through unauthorized transactions made under the pretense of legitimate business expenses.

Failure to grant injunctive relief will allow ongoing fraud to persist, causing further financial harm and undermining the integrity of these legal proceedings.

II. LEGAL STANDARD FOR INJUNCTIVE RELIEF

A party seeking a preliminary injunction must demonstrate:

1. A substantial likelihood of success on the merits.
2. Irreparable harm if the injunction is not granted.
3. That the harm suffered by Plaintiff outweighs any harm the injunction may cause

Defendants.

4. That the injunction serves the public interest.

See Winter v. Nat. Res. Def. Council, Inc., 555 U.S. 7 (2008) (setting forth the four-part test for injunctive relief).

Each of these elements is met in this case.

III. A SUBSTANTIAL LIKELIHOOD OF SUCCESS ON THE MERITS

Plaintiff can clearly establish that Defendants engaged in fraud and misrepresentation, warranting immediate injunctive relief.

1. The Fraudulent Nature of Stag Development LLC

- Stag Development is an alter ego of Jonathan Owoc with no separate legal existence.
- It lacks a business bank account and conducted all financial transactions through Jonathan Owoc's personal accounts.
- It fraudulently included Branden Shaw as a member in legal filings despite official records confirming Jonathan Owoc was the sole member.
- Precedent: *In Sea-Land Services, Inc. v. Pepper Source*, 941 F.2d 519 (7th Cir. 1991), the court held that an entity failing to maintain corporate formalities is merely an alter ego and cannot engage in litigation.

2. The Ex Parte Motion Was Based on Fraud

- Jordan Shaw knowingly misrepresented material facts to the court.

- The motion was granted without notice to Plaintiff, violating due process.
- Precedent: Courts have repeatedly reversed fraudulent Ex Parte orders when obtained through misrepresentation. See *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991) (holding that bad faith litigation tactics warrant immediate judicial intervention).

3. Unauthorized Financial Transactions Justify Freezing Assets

- Jonathan Owoc used TS 117's funds for unauthorized personal payments.
- High-end appliances belonging to TS 117 were wrongfully diverted to Jordan Shaw.
- Precedent: In *United States v. Bestfoods*, 524 U.S. 51 (1998), the court held that when an entity is used for financial misconduct, the court has authority to disregard corporate protections and freeze assets.

Thus, Plaintiff is highly likely to succeed on the merits, justifying injunctive relief.

IV. IRREPARABLE HARM WILL RESULT IF INJUNCTIVE RELIEF IS NOT GRANTED

Courts grant injunctive relief when monetary damages are insufficient to remedy ongoing harm. In this case, the fraudulent court order and financial misconduct have already caused significant damage, and continued harm is imminent.

1. The Fraudulent Receivership is Siphoning Estate Funds

- The Receiver appointed due to Shaw's fraudulent motion is draining TS 117's financial resources, with no benefit to Plaintiff.
- Mr. Owoc, the sole capital contributor, has been denied his rightful financial distributions.
- Precedent: In *Deckert v. Independence Shares Corp.*, 311 U.S. 282 (1940), the Supreme Court held that when funds are being wrongfully dissipated, injunctive relief is necessary to prevent further harm.

2. Fraudulent Filings Continue to Harm Plaintiff

- Jordan Shaw continues to use the fraudulent Ex Parte ruling to obstruct Plaintiff's rights.
- Further misrepresentations may lead to additional financial and reputational damage.
- Precedent: *In Winter v. Nat. Res. Def. Council*, 555 U.S. 7 (2008), the Court held that when ongoing misconduct threatens irreparable harm, an injunction must be granted.

V. THE BALANCE OF EQUITIES FAVORS PLAINTIFF

The court must weigh the harm Plaintiff suffers against any potential harm to Defendants if the injunction is granted. Here:

- Plaintiff is suffering ongoing financial losses due to the fraudulent court order.
- Defendants have no legitimate interest in maintaining an order obtained through fraud.
- Freezing assets merely preserves the status quo until final resolution.

Precedent: In Hecht Co. v. Bowles, 321 U.S. 321 (1944), the Court held that preserving financial integrity through injunctive relief outweighs any inconvenience to Defendants.

Thus, the balance of equities favors Plaintiff.

VI. INJUNCTIVE RELIEF SERVES THE PUBLIC INTEREST

Courts recognize that stopping fraud and preventing abuse of the legal system serves the broader public interest.

- Allowing fraudulent Ex Parte rulings to stand undermines judicial integrity.
- Preventing financial misconduct upholds fiduciary duties and contract law.
- Public confidence in the legal system requires intervention against abusive litigation tactics.

Precedent: In Chambers v. NASCO, Inc., 501 U.S. 32 (1991), the Court reaffirmed that deterring bad faith litigation serves the public interest.

COUNT X – JORDAN SHAW'S FRAUDULENT EX-PARTE MOTION – A CALCULATED, MALICIOUS, AND CRIMINAL ABUSE OF THE LEGAL SYSTEM

Jordan Shaw's brazen abuse of the legal system is not merely unethical—it is an outright criminal enterprise designed to defraud the court, obstruct justice, and inflict maximum financial and emotional devastation on his victims. His deliberate and premeditated submission of a fraudulent Ex Parte motion—one that was never an official court filing—demonstrates a reckless disregard for the rule of law and a willingness to manipulate the judiciary for his own corrupt ends.

Jordan Shaw's fraudulent scheme is not a matter of misinterpretation, procedural error, or oversight. It is a multifaceted, coordinated deception executed with malicious intent. He knowingly filed a non-official document, litigated upon its fraudulent foundation, and leveraged it to achieve unjust court rulings—all while fully aware that his actions were predicated on fraud.

The scope of Jordan Shaw's misconduct is staggering. This is not an isolated instance of bad faith litigation—it is a systematic, multifactorial fraud upon the court that strikes at the very heart of judicial integrity. Such actions are not just sanctionable—they are criminal. If left unpunished, Jordan Shaw's conduct sets a dangerous precedent, encouraging other unscrupulous attorneys to weaponize fraudulent filings as a tool for legal warfare.

The evidence is undeniable. The consequences must be severe. The court must act.

Jordan Shaw's fraud upon the court is so blatant, so deliberate, and so overwhelming that no rational person can claim it was an accident. His entire legal maneuvering is built on an Ex Parte motion that was never an official court filing. Yet, instead of correcting this, Jordan Shaw used it to manipulate the court, secure rulings, and perpetuate his deception. *See Exhibit A*

This fraudulent motion was unmistakably marked with a glaring, all-capital-letter watermark across every single page, in font size roughly 500% larger than the 12-point text used

in the Ex Parte motion itself:

“NOT AN OFFICIAL COPY – PUBLIC ACCESS — NOT AN OFFICIAL COPY”

This was not hidden, subtle, or something that could be overlooked. The watermark was massive and appeared across all 376 pages, including:

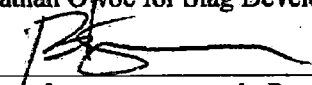
- The body of the document,
- The exhibits,
- The header and footer areas,
- And critically, the signature blocks of the individuals who signed the motion under penalty of perjury.

Specifically, the watermark went across the corner of the signature block, across some of the text in the corner of the signature block where Branden Shaw signed, and was a half inch away from the signature block for Jonathan Owoc, which appeared right above Branden Shaw, where Jonathan Owoc’s signature is actually touching Branden Shaw’s signature. *See Below.*

VERIFICATION

I declare under penalty of perjury that I have read the foregoing Verified *Ex-Parte* Emergency Motion for Preliminary *Status Quo* Injunction and Appointment of a Receiver and the facts contained herein are true and correct to the best of my knowledge.


Jonathan Owoc for Stag Development, LLC


Shaw Investments and Realty, Inc., by
Branden Shaw, for Stag Development, LLC

I. The Inescapable Perjury of Jonathan Owoc and Branden Shaw

Jonathan Owoc and Branden Shaw did not simply sign the fraudulent Ex Parte motion—they swore under penalty of perjury that every single word contained in the document was true to

the best of their knowledge.

This means:

- To legally swear to the contents of the motion under penalty of perjury, they would have had to read and review all 376 pages of the document.
- Every single page—without exception—was prominently watermarked in massive, all-capital letters with the following text:

“NOT AN OFFICIAL COPY – PUBLIC ACCESS — NOT AN OFFICIAL COPY”

- This watermark was unavoidable.
- It was massive and conspicuous, running across the entirety of every page.
- There was no way Jonathan Owoc or Branden Shaw could have “missed” it unless they did not read the document at all before attesting under oath to its truth.

Their perjury is inescapable—either:

1. They knowingly perjured themselves by swearing to a fraudulent document.
2. They committed perjury by falsely swearing that they reviewed the document when they had not.

Either scenario is a felony under Florida law.

II. Jordan Shaw’s Intentional Fraud—A Legal Crime, Not a Mistake

Jordan Shaw did not merely overlook an error—he knowingly and willfully used an unofficial document to obtain favorable rulings.

1. The Motion Was Not an Official Filing, and Jordan Shaw Knew It
 - Every page was clearly watermarked “NOT AN OFFICIAL COPY – PUBLIC ACCESS — NOT AN OFFICIAL COPY”.
 - The watermark was massive and unmistakable—it went across the corner of Branden

Shaw's signature block, across some of the text, and was a half inch away from the signature block for Jonathan Owoc, whose signature actually touches Branden Shaw's.

- Any claim that Jordan Shaw did not notice this is absurd.

2. Jordan Shaw Was Personally Present When Mr. Owoc Exposed the Fraud

- On multiple occasions, in multiple hearings, in front of Judge Levenson, Mr. Owoc explicitly stated that the motion was fraudulent.
- Jordan Shaw was standing right there—so close that he had to move out of Mr. Owoc's way to give him room to stand.

- Jordan Shaw had multiple chances to admit the fraud and correct the record—but he refused.

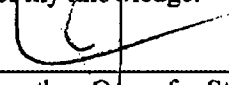
3. Jordan Shaw Allowed His Clients to Commit Perjury Based on the Fraudulent Motion

- Below Jordan Shaw's signature, Jonathan Owoc and Branden Shaw signed the fraudulent motion under penalty of perjury.

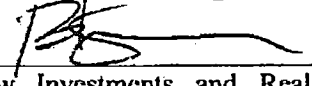
- Branden Shaw's signature block was partially covered by the watermark, and Jonathan Owoc's signature, which appears right above Branden Shaw's, is actually touching Branden Shaw's. *See Below*

VERIFICATION

I declare under penalty of perjury that I have read the foregoing Verified *Ex-Parte* Emergency Motion for Preliminary *Status Quo* Injunction and Appointment of a Receiver and the facts contained herein are true and correct to the best of my knowledge.



Jonathan Owoc for Stag Development, LLC



Shaw Investments and Realty, Inc., by
Branden Shaw, for Stag Development, LLC

- Are we supposed to believe that Branden Shaw and Jonathan Owoc did not see the watermark when signing under penalty of perjury?

This is irrefutable evidence that Jordan Shaw's fraud was not just an accident or oversight—it was a premeditated, multi-layered deception.

III. The Court's Complicity—Judge Levenson's Inexplicable Refusal to Act

Once the fraud was publicly exposed, Judge Levenson had a legal duty to correct it—but he failed.

Despite Mr. Owoc's multiple declarations in open court, Judge Levenson:

- Refused to acknowledge the fraud.
- Refused to vacate rulings that stemmed from the fraudulent motion.
- Allowed litigation to proceed as if the fraudulent motion were legitimate.

This raises serious legal and ethical concerns:

- Did Judge Levenson actually read the Ex Parte motion?
- If he did, how did he miss the massive, all-caps watermark on every single page?
- If he didn't, why was he making legal rulings based on a document he never read?

- Why, after Mr. Owoc called out the fraud multiple times, did Judge Levenson refuse to correct the record?

Under U.S. Supreme Court precedent (*Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944)), fraud on the court nullifies all rulings that stem from it.

Similarly, in *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991), the Court ruled that judges have an inherent duty to correct fraud upon their proceedings.

Judge Levenson's refusal to act is legally indefensible.

IV. The Required Legal Action—There Can Be No Exceptions

The gravity of Jordan Shaw's fraud upon the court demands an immediate, forceful, and uncompromising response from the legal system. This is not a minor infraction or a mere procedural misstep—this is a deliberate, premeditated, and multifaceted fraud that undermines the integrity of the judicial process itself. Case law across the United States has consistently held that fraud upon the court is among the most egregious violations of legal ethics and the rule of law.

The Supreme Court of the United States has made it clear that fraud upon the court nullifies every ruling that follows from it:

- *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944): The Supreme Court held that fraudulently obtained judgments cannot stand, emphasizing that the court has an inherent duty to correct fraud upon its proceedings, even years after the fact.
- *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991): The Court reaffirmed that courts have the inherent power to vacate rulings obtained through fraud, deceit, or bad faith conduct.
- *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115 (1st Cir. 1989): The court held that fraud on the court vitiates every ruling that stems from it and justifies the most severe sanctions, including

dismissal with prejudice.

Given the severity of Jordan Shaw's fraudulent conduct, there can be no half-measures.

The legal system must act decisively and without hesitation:

1. Immediate Vacatur of All Rulings Based on the Fraudulent Ex Parte Motion

- The Ex Parte motion was never a legitimate filing.
- Under U.S. law, any ruling procured through fraud is void ab initio (null from the outset).
- Federal courts and the Florida Supreme Court have repeatedly affirmed that courts must vacate any ruling tainted by fraud.

Case law supports this:

- *Universal Oil Co. v. Root Refining Co.*, 328 U.S. 575 (1946): The Supreme Court ruled that any court orders procured by fraud must be vacated as a matter of public policy.
- *Kenner v. C.I.R.*, 387 F.2d 689 (7th Cir. 1968): The court held that fraud upon the court requires immediate remedial action, regardless of procedural technicalities.
- *Rozier v. Ford Motor Co.*, 573 F.2d 1332 (5th Cir. 1978): Fraud on the court "strikes at the integrity of the judicial process" and compels immediate vacatur.

2. Sanctions Against Jordan Shaw, Jonathan Owoc, and Branden Shaw

- Jordan Shaw's fraud upon the court warrants severe monetary sanctions and possible criminal penalties.
- Jonathan Owoc and Branden Shaw's sworn perjury in a fraudulent filing necessitates a criminal referral to the appropriate prosecutorial authorities.

Monetary and Professional Sanctions

Florida courts have imposed significant financial sanctions on attorneys who

knowingly submit fraudulent documents:

- *In re Graham*, 453 B.R. 248 (M.D. Fla. 2011): A bankruptcy attorney was sanctioned over \$250,000 for knowingly submitting misleading court documents.
- *Florida Bar v. Ratiner*, 46 So. 3d 35 (Fla. 2010): The Florida Supreme Court upheld disbarment for an attorney engaged in repeated, intentional deceit in legal proceedings.

The precedent is crystal clear: Courts have zero tolerance for attorneys who commit fraud on the tribunal, and Jordan Shaw's conduct falls squarely within the most egregious examples.

3. Florida Bar Complaint Against Jordan Shaw for Fraud and Misconduct

Jordan Shaw's knowingly fraudulent submission of an unofficial motion violates multiple Florida Bar rules, each of which is grounds for disbarment:

- Rule 4-3.3 (Candor Toward the Tribunal) – Jordan Shaw's knowing submission of a fraudulent motion, followed by his continued litigation based on that fraud, constitutes a direct violation.
- Rule 4-8.4(c) (Misconduct) – The rule explicitly forbids attorneys from engaging in dishonesty, fraud, deceit, or misrepresentation.
- Rule 4-3.1 (Meritorious Claims and Contentions) – Knowingly prosecuting a case based on a fraudulent motion is a violation of an attorney's duty of ethical conduct.

The Florida Bar has imposed disbarment and severe professional penalties for lesser violations than these:

- *Florida Bar v. Berthiaume*, 78 So. 3d 503 (Fla. 2011) – Attorney disbarred for submitting misleading documents.
- *Florida Bar v. Ratiner*, 46 So. 3d 35 (Fla. 2010) – Disbarment upheld for repeated

misconduct and misrepresentations to the court.

Jordan Shaw's actions rise to a level far beyond simple misrepresentation—they amount to an orchestrated fraud on the court. The Florida Bar must immediately disbar Jordan Shaw to uphold the integrity of the profession.

4. Criminal Referral for Perjury and Filing False Documents

- The State Attorney's Office must prosecute Jonathan Owoc and Branden Shaw for alleged perjury.
- The U.S. Attorney's Office should investigate and prosecute Jordan Shaw for what can only be described as multifaceted fraud—perjury, misrepresentation, fraudulently inducing the court, submitting fraudulent documents, and numerous additional offenses.

Federal and Florida state law provide clear criminal statutes that apply to this case:
Filing False or Fraudulent Court Documents (Florida Statute 831.02)

- Florida law makes it a felony to knowingly file fraudulent documents with a court.
- If convicted, penalties include up to five years in prison and significant fines.

Perjury by False Written Declaration (Florida Statute 837.02)

- Both Jonathan Owoc and Branden Shaw swore under penalty of perjury to a document marked "NOT AN OFFICIAL COPY – PUBLIC ACCESS — NOT AN OFFICIAL COPY."
- If they falsely swore that they had read the document before signing, they committed felony perjury under Florida law.

Federal Mail Fraud (18 U.S.C. § 1341)

- Jordan Shaw mailed the fraudulent document via UPS or FedEx, triggering potential liability under federal mail fraud statutes.
- Mail fraud carries a penalty of up to 20 years in federal prison per count.

Obstruction of Justice (18 U.S.C. § 1503)

- Jordan Shaw's continued litigation based on a fraudulent document, despite multiple warnings and legal challenges, constitutes obstruction of justice.
- Federal courts have aggressively prosecuted attorneys for obstruction, especially when fraudulent court filings are involved.

V. Conclusion—An Unforgivable Abuse of the Legal System

Fraud of this magnitude destroys public confidence in the legal system. It corrupts the judiciary, violates fundamental due process rights, and must be dealt with swiftly and severely. Jordan Shaw, Jonathan Owoc, and Branden Shaw knowingly engaged in conduct that is not only unethical but also criminal.

The precedent is clear—fraud upon the court invalidates every ruling connected to it, warrants immediate disbarment, and justifies severe criminal penalties.

The court must act decisively:

- Vacate all rulings procured through fraud.
- Disbar Jordan Shaw immediately.
- Refer all involved parties for criminal prosecution.

Anything less than full accountability would be an endorsement of legal fraud.

VI The Required Legal Action—There Can Be No Exceptions

The severity of Jordan Shaw's fraudulent conduct extends far beyond mere legal violations—it has inflicted irreparable financial, emotional, and psychological harm upon Mr. Owoc and his family. The damages caused by Jordan Shaw's fraudulent Ex Parte motion are not theoretical—they are real, quantifiable, and catastrophic.

1. Compensation for Mr. Owoc and His Family

- Mr. Owoc must be compensated in the amount of \$2.7 million for the emotional pain, suffering, and public humiliation inflicted upon him and his family as a direct result of Jordan Shaw's fraudulent litigation.

- Jordan Shaw's misuse of the legal system has resulted in extreme distress, reputational harm, and financial devastation that demands full and immediate redress.

2. Foreclosure of the Owoc Family Home and the Unimaginable Hardship on Six Young Children

- Jordan Shaw's fraudulent actions have directly caused the foreclosure of the Owoc family home, leaving six young children, ages one and a half to 12 years old, in a state of complete uncertainty and suffering.

- This egregious and calculated financial sabotage has deprived the Owoc family of the funds Mr. Owoc had strategically allocated to protect his family and his business interests.

3. Deprivation of Rightful Monies and Business Interests

- Mr. Owoc had invested \$29 million into TS 117 and held a 60% equity ownership stake, which entitled him not only to the lion's share of the profits but also to the return of his original \$29 million investment—a return he has been waiting over six years to receive.

- Jordan Shaw's fraudulent and criminal legal actions have deliberately obstructed Mr. Owoc's access to the funds that rightfully belong to him, causing catastrophic financial strain.

- Jordan Shaw's actions are directly responsible for depriving Mr. Owoc and his family of these funds, plunging them into a financial crisis that has resulted in the loss of their home and untold emotional suffering.

4. Criminal Consequences and Financial Accountability

- Jordan Shaw must be held financially liable for these damages, in addition to facing severe legal and criminal consequences.
- This level of calculated fraud demands not only criminal prosecution but also full financial restitution for the harm inflicted upon Mr. Owoc and his family.

Conclusion

Jordan Shaw's actions were not just fraudulent—they were financially and emotionally ruinous. His malicious legal maneuvering has inflicted severe and measurable harm upon an innocent family, depriving them of their home, their security, and their financial stability.

The court must ensure that Jordan Shaw is held accountable—both legally and financially—for the immeasurable damage he has caused.

VII. REQUESTED RELIEF

Plaintiff requests the following immediate injunctive relief:

1. Vacate the Fraudulent Ex Parte Order.
2. Enjoin Stag Development LLC from pursuing any further legal action.
3. Return full control of TS 117 to Mr. Owoc and immediately dismiss the Receiver.
4. Order the full return of all money spent during the fraudulent receivership, including legal fees, administrative costs, and any other related expenses.
5. Compel Jordan Shaw, Branden Shaw, and Jonathan Owoc to return all funds they wrongfully took from the TS 117 estate.
6. Freeze all TS 117 funds under the Receiver's control to prevent further dissipation.
7. Enjoin Jordan Shaw from filing further misleading or fraudulent motions.
8. Order the return of all misappropriated assets, including unlawfully diverted appliances.

9. Require Defendants to compensate Mr. Owoc for all financial losses suffered as a result of the fraudulent receivership, including lost income, investment losses, and damages, with the maximum interest allowed by law.

10. Require Jordan Shaw, Branden Shaw, and Jonathan Owoc to turn over all tax records and filings with the IRS, both in their personal capacities and in the capacity of Shaun Investments, Stag Development LLC, and any other affiliated entities.

11. Refer Jordan Shaw to the Florida Bar for disciplinary proceedings.

12. Refer Jordan Shaw, Branden Shaw, and Jonathan Owoc to the Department of Justice, the State Attorney's Office, and the Attorney General for investigation and prosecution of fraud, theft, and abuse of process.

Plaintiff respectfully requests that this Court issue an immediate injunction to halt Defendants' fraudulent activities, vacate the Ex Parte order, return full control of TS 117 to Mr. Owoc, and ensure full repayment of all financial damages suffered by Mr. Owoc due to the fraudulent receivership, with the maximum legally permitted interest.

VIII. CONCLUSION

Plaintiff has demonstrated a clear entitlement to injunctive relief based on:

- A substantial likelihood of success on the merits.
- Irreparable harm if relief is not granted.
- A balance of equities favoring Plaintiff.
- The public interest in preventing fraud and legal abuse.

Accordingly, Plaintiff respectfully requests that this Court issue an immediate injunction to halt Defendants' fraudulent activities, vacate the Ex Parte order, and freeze all misappropriated assets.

**COUNT XI FRAUDULENT REMOVAL OF JOHN H. OWOC AS MANAGER AND
UNAUTHORIZED CORPORATE ACTIONS**

A. Background and Timeline of Events

On August 7, 2023, Plaintiff, John H. Owoc, in his capacity as the sole capital contributor of \$29 million, 60% equity owner, and managing member of TS 117 LLC, formally requested financial records, including but not limited to profit and loss statements, bank records, accounting ledgers, construction costs, purchase prices, net profits, and bank account information. These requests were made due to suspicions of financial misconduct, including fraud, tax evasion, embezzlement, self-dealing, and collusion.

Recognizing that these records would expose their unauthorized distributions, misappropriation of funds, and other financial crimes, Jordan Shaw, Branden Shaw, and Jonathan Owoc orchestrated a fraudulent scheme to remove Plaintiff from control of TS 117 LLC. On August 15, 2023—the same day Plaintiff escalated his demands for documentation—Jordan Shaw, Branden Shaw, and Jonathan Owoc, without Plaintiff’s knowledge, authorization, or consent, colluded to fraudulently remove him from the Sunbiz records as the managing member of TS 117 LLC. *See Exhibit F.*

B. Legal Violations

1. Fraud (Florida Statutes § 817.034; § 817.41)

The fraudulent removal of Plaintiff from corporate records constitutes intentional misrepresentation and deceptive conduct designed to deprive him of his rightful control over TS 117 LLC. By knowingly filing false business documents and misrepresenting managerial authority, Defendants engaged in fraud in violation of Florida law.

2. Embezzlement and Misappropriation of Funds (Florida Statutes § 812.014)

Plaintiff’s removal was carried out to facilitate continued misappropriation of company

funds without oversight. The unauthorized diversion of business assets, which should have been under Plaintiff's supervision, constitutes embezzlement and theft under Florida law.

3. Conspiracy to Commit Fraud and Financial Crimes (Florida Statutes § 777.04; § 895.02 – Florida RICO Act)

Defendants engaged in a deliberate and coordinated effort to remove Plaintiff as a barrier to their ongoing fraudulent activities. Their concerted actions meet the criteria for conspiracy to commit fraud and financial crimes, particularly given the systemic nature of their misrepresentations and financial misconduct.

4. Fraudulent Business Filings (Florida Statutes § 817.155)

By unlawfully altering the official Sunbiz corporate records to remove Plaintiff as the managing member, Defendants knowingly filed fraudulent corporate documents, an act that constitutes a criminal violation under Florida law.

5. Breach of Fiduciary Duty (Florida Statutes § 605.04091; § 607.0831)

As members and managers of TS 117 LLC, Defendants owed fiduciary duties of loyalty, care, and good faith to the company and its majority owner. The fraudulent removal of Plaintiff, designed to obstruct financial transparency and conceal misconduct, represents a severe breach of these fiduciary duties.

6. Tortious Interference with Business Relations

Defendants' fraudulent actions directly interfered with Plaintiff's contractual and managerial rights, causing substantial harm to his ability to manage and oversee TS 117 LLC's financial affairs.

C. Damages and Relief Sought

As a direct result of Defendants' fraudulent scheme, Plaintiff has suffered substantial

financial harm, reputational damage, and loss of managerial control over TS 117 LLC. Plaintiff seeks the following relief:

1. Declaratory Judgment restoring Plaintiff as the rightful managing member of TS 117 LLC.
2. Compensatory damages for financial losses caused by Defendants' fraudulent and unauthorized actions.
3. Punitive damages to deter future fraudulent conduct.
4. Immediate injunctive relief to prevent further mismanagement or dissipation of TS 117 LLC's assets.
5. Attorney's fees and costs incurred in bringing this action.

Defendants' conduct constitutes a deliberate and malicious scheme to defraud Plaintiff, obstruct his oversight, and facilitate continued financial misconduct. Their actions warrant significant legal consequences, including criminal investigation, civil liability, and corporate restitution.

March 21, 2025.



Respectfully submitted,

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: _____

JOHN HENRY "JACK" OWOC, an individual
Plaintiff,

vs.

JORDAN SHAW,
Defendant.

_____ /

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